

13/14

IMPROVEMENT INSTALLATION AGREEMENT

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

Owner: Bradley J & Julie C Walters ("Owner")
1387 South Sunset Drive
Kaysville, UT, 84037

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
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DEF RTT: REC'D FOR KAYSVILLE CITY C
ORP

RETURNED
DEC _ 8 2021

This Agreement between the City and Owner is entered into this 21st day of July, 2021.

WHEREAS, City had installed 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 did not have the necessary right-of-way (ROW) for the improvements; and

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

WHEREAS, City desired 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 agreed 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 or adjacent to Owner's real property located at approximately 1387 South Sunset Drive, Kaysville, Davis County, State of Utah. During this project in accordance with the Kaysville City Public Street Improvement Policy, the City installed the improvements and provided top soil and grading of the top soil to tie the improvements into Owner's existing yard or property and Owner granted to City a temporary construction easement 20 feet in width adjacent to the ROW along the entire length of Owner's property. This temporary easement will expire one (1) year after the completion of all project improvements.

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 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: Owner will donate the necessary ROW for said

improvements and installation and will not be required to pay the City back for subsequent development. Owner shall sign the attached Quit-Claim-Deed (Exhibit "B") in exchange for said Improvements. The City will record the Quit Claim Deed and pay for any associated fees. Owner also donated a temporary easement area as described herein for Improvements to be installed. Any and all consideration for signing the Quit-Claim Deed are contained herein and Owner shall not be required to pay any monetary costs for signing the attached Quit-Claim Deed.

3. Utilities: Owner agrees that the location of the utility stubs shall be under the pavement and reflected in the plats they submit prior to the start of construction for development on said property.

4. Water and Sewer Requirements: Owners development on said property must meet the requirements of Kaysville City, Hights Creek Water and Central Davis Sewer District.

5. Prior to Development: Prior to the construction of development on said property, Owner must submit as-builts to City. Owner shall pay for utilities separately from said project.

6. Additional Utility Terms: Utility stubs will be installed from the utility provider's lines in Sunset Dr onto Owner's property to serve future development. Once installed, the utility stubs will become the property of the respective utility provider. Owner agrees not to alter or make any changes, or cause any changes to be made, to the utility stubs without written approval from the respective utility provider. Owner will allow utility providers to access their respective utility stub if a need arises where access to the utility stubs could prevent or stop system degradation or other property damage. utility providers must provide notice of such access to Owner, but emergencies may result in advance notice not being provided. At the time of future development, Owner will follow all of the normal and required processes for development review and approval with the utility providers, including (but not limited to) providing the necessary engineering, and paying all necessary connection fees and/or impact fees, including Secondary Irrigation shares. This will be done and approved prior to the extension of any of the utility stubs. 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. Any additional utilities will be required to bore under Sunset Dr at the time of future development.

7. 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.

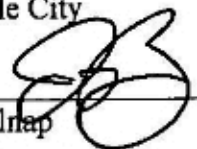
8. Breach of Contract: If either party breaches any provision of this Agreement, the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party 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.

9. 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.

10. 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.

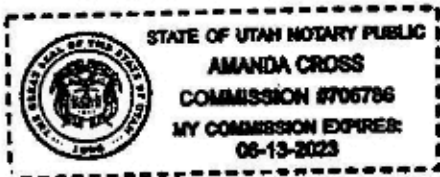
Kaysville City

By: 
Josh Belnap
Director
Public Works

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 3RD day of AUGUST, 2021, 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

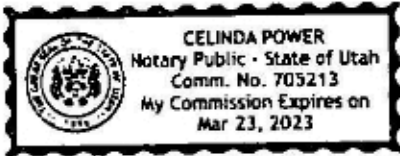


Owner(s)

Bradley Walters
Julie C. Walters
DATE: 7/21/21

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

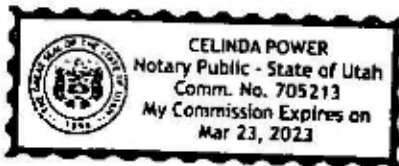
On this 21 day of July, 2021, personally appeared before me Bradley Walters, who, being by me duly sworn, did say that he/she is/are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.



Celinda Power
NOTARY PUBLIC

STATE OF UTAH)
 : SS.
COUNTY OF DAVIS)

On this 21 day of July, 2021, personally appeared before me Julie Walters, who, being by me duly sworn, did say that he/she is/are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.



Celinda Power
NOTARY PUBLIC

Exhibit "A"
KAYSVILLE CITY
Public Street Improvement Policy

Kaysville City Public Street Improvement Policy

In order to better ensure the safety of the residents of Kaysville City, by improving the overall flow of traffic and by providing facilities for pedestrian use, the following procedures will be followed for planning, coordinating and constructing public street improvements ***where they do not currently exist***. Specifically of concern is the coordination, planning and cost for the installation of curb, gutter, sidewalk and the impact on properties within the designated right-of-way (ROW) and street dimensions for the public street in question. This policy is to be administered by the Public Works Superintendent, under the direct supervision of the City Manager.

Sec. 1 Definitions :

Public Street: Means any highway, street, alley or other public right-of-way for motor vehicle travel under the jurisdiction and control of or within the City which has been acquired, established, dedicated or devoted to highway purposes.

Necessary ROW: In regards to this policy, this is defined as the area between the current private property line and the future private property line after improvements are installed. This area may need to be first acquired by the City from a property owner. Upon installation of improvements, ROW is then typically defined as the area between the private property line and the back of curb.

Improvements: Defined as the curb, gutter, approach/apron and sidewalk. Cost for improvements does not include the cost of design or engineering work, cost of landscaping removal, cost of relocation of City/private utilities or basic contractor selection and mobilization costs.

Driveway: In this policy, the term driveway shall be limited to the portion of the driveway behind the sidewalk on private property. Transitioning current driveways to meet the elevation of new improvements should not exceed a slope of 10%.

Owner: The word "owner" applied to a building or land shall include any part-owner, joint owner, tenant in common, joint tenant or lessee of the whole or of a part of such building or land.

Standard Mailboxes: Means a mailbox consisting of an approved USPS mailbox and a basic post (either wood or metal). Does not apply to decorative or luxury mailboxes or mailbox housings.

Landscaping: Means trees and other vegetation, grasses, rocks, decorative fixtures, irrigation equipment and fixtures, etc.

Betterments: Means requests for improvements or services from an owner which are deemed to exceed the pre-construction "as good" condition of a property.

Sec. 2 For properties/locations where the City has agreements in place for the future installation of said improvements:

1. **If the City currently has the necessary ROW for the improvements, the owner will bear 100% of the cost for installation of improvements.**
 - a. Properties may be impacted from a landscaping perspective and are eligible for the City to provide top soil and grading of the top soil to tie the new improvements into the existing yard or property, where grade separations or gaps may exist. The owner is to also bear the cost and responsibility of restoring landscaping. The City will pay for standard mailbox installation/relocation and transitioning the driveway.
 - b. Property owners will need to donate any necessary temporary easements for the work.
 - c. If the owner declines the work or their costs as stated above, or are unwilling to donate the temporary easements, the City will cause the work to be done and may lien the property for incurred costs if still necessary.
2. **If the City does not have the necessary ROW for the improvements, the owner will bear 65% of the cost for installation of improvements.**
 - a. The City will cover 35% of said costs. The City is to also bear the cost and responsibility of restoring landscaping and other reasonable property impacts to "as good" condition. The City will pay for standard mailbox installation/relocation and transitioning the driveway.
 - b. Property owners will need to donate the ROW and any necessary temporary easements for the work.
 - c. If the owner declines the work or their costs as stated above, or are unwilling to donate the ROW and/or temporary easements, the City will cause the work to be done and may lien the property for incurred costs, if still necessary.

Sec. 3 For properties/locations where the City does not have agreements in place for the future installation of said improvements:

1. **If the City currently has the necessary ROW for the improvements, the owner will bear 50% of the cost for installation of improvements.**
 - a. The City will cover 50% of said costs. Properties may be impacted from a landscaping perspective and are eligible for the City to provide top soil and grading of the top soil to tie the new improvements into the existing yard or property, where grade separations or gaps may exist. The owner is to also bear the cost and responsibility of restoring landscaping. The City will pay for standard mailbox installation/relocation and transitioning the driveway.
 - b. Property owners will need to donate any necessary temporary easements for the work.
 - c. If the owner declines the work or their costs as stated above, or are unwilling to donate the temporary easements, the City may cause the work (either partially or entirely) to be done or they may leave the property out of the project. If the same owner that has declined then wishes to have the work done after project completion, that same owner will then be required to bear 100% of the cost, rather than 50%.

- 2. If the City does not have the necessary ROW for the improvements, the City will bear 100% of the cost for installation of improvements.**
- a. The City is to also bear the cost and responsibility of restoring landscaping and other reasonable property impacts to "as good" condition.
 - b. Property owners will need to donate the ROW and any necessary temporary easements for the work.
 - c. If the owner declines the work, or are unwilling to donate the ROW and/or temporary easements, the City may leave the property out of the project. If the same owner that has declined then wishes to have the work done after project completion, that same owner will then be required to bear 50% of the cost.

Sec. 4 For properties where the City expends funds on the installation of improvements and/or restoration of landscaping at a property, and the owner of that property decides to develop that specific property within 10 years of the project's completion, the owner will then be required to reimburse the City those same costs. This may be done by means of a lien, if necessary.

Sec. 5 On projects and work being done, the City may cause the work to be done, including payment of invoices, and owner costs will then be assessed with an itemized bill or invoice. Payment can either be a lump sum in full, as part of a multi-year re-payment agreement or by another means deemed acceptable by the City Manager.

Sec. 6 Situations may exist where a certain property may not fit perfectly within one of the categories listed above, or where extremely extenuating circumstances exist. In these instances, under the direction and approval of the City Manager, some properties may warrant being evaluated and addressed on a case by case basis.

Sec. 7 Betterments requested by owners must be submitted in writing to the Public Works Superintendent and approved by the City Manager. The cost for betterments will be borne by the owner. Requests for betterments are also subject to contractor agreement and ability. Betterments are to be restricted to only areas directly impacted by the project.

Sec. 8 Kaysville City will create, and maintain, a prioritized list of potential project locations. This list will help determine the order and sequence of projects moving forward, as budget permits. Projects may be started sooner, though, depending on various factors, including (but not limited to) safety issues, dimensions and the level of owner support.

EXHIBIT "B"
QUIT-CLAIM DEED

After Recording Return To

Kaysville City
23 East Center Street

Utah, 84037

Space Above This Line for Recorder's Use

QUIT-CLAIM DEED

Parcel ID No. 08-025-0060 pt
Project No. Sunset Drive

*Blay Grantor
notary*

For and in consideration of the sum of one dollar (\$1.00) paid to Bradley J & Julie C Walters, (hereinafter known as the "Grantor(s)") and other considerations as agreed to by the parties in their Improvement Installation Agreement, residing at 1387 South Sunset Drive, County of Davis, City of Kaysville, State of Utah, Grantor(s) hereby Quit-Claims to Kaysville City, (hereinafter known as the "Grantee(s)") a public entity, with its office located at 23 East Center Street, County of Davis, City of Kaysville, State of Utah, all the rights, title, interest, and claim in or to the following described real estate, situated in Davis County, Utah, to-wit:

A part of the Northwest Quarter of Section 10, Township 3 North, Range 1 West, Salt Lake Base & Meridian: Beginning at a point on the westerly right of way line of Sunset Drive, said point is 553.51 feet N.89°49'45"E. along the Quarter Section line and 1,284.55 feet N.22°00'47"W. along said westerly right of way line from the Southwest Corner of said Quarter Section and running thence N.22°00'47"W. 169.11 feet along said westerly right of way line to the Grantor's northerly boundary line; thence N.63°03'15"E. 66.25 feet along said northerly line to a point on the easterly right of way of Sunset Drive being 66.00 feet perpendicular to and easterly from said westerly right of way line; thence S.22°00'47"E. 174.32 feet along said westerly right of way line to the Grantor's southerly boundary line; thence S.67°33'43"W. 66.00 feet along said southerly line to the point of beginning.

The above described part of an entire tract of property contains 11,333 square feet in area, more or less.

A Quit-Claim Deed when executed as required by law shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises therein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

Witness the hand of said grantor(s) this;

Bradley Walters
Grantor's Signature

Bradley J. Walters
Grantor's Name

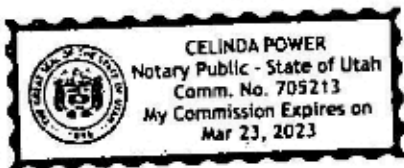
209 Windmill Court
Address

Kaysville, UT 84037
City, State & Zip

STATE OF UTAH)
COUNTY OF DAVIS)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bradley Walters whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of July, 2021.



Celinda Power
Notary Public
My Commission Expires: Mar 23, 2023

Grantor's Signature
Julie C Walters
Grantor's Name

Julie C Walters
Address

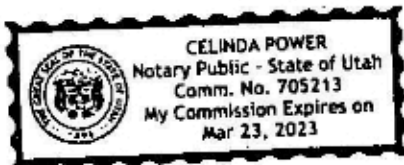
209 Windmill Ct.
City, State & Zip

Kaysville, UT
84037

STATE OF UTAH
COUNTY OF Davis

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Julie Walters whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of July, 2021.



Celinda Power
Notary Public
My Commission Expires: Mar 23, 2023

Quit Claim Acceptance

I (City Manager), on behalf of Kaysville City, hereby acknowledge and accept the attached document (Quit-Claim Deed) for Bradley J & Julie C Walters (Parcel ID No. 08-025-0060). This will enable the filing of this document with the Davis County Recorder's Office.

By Kaysville City:

Shy Scott

Date:

10/7/2021

After Recording Return To

Kaysville City
23 East Center Street

Utah, 84037

Space Above This Line for Recorder's Use

QUIT-CLAIM DEED

Parcel ID No. 08-025-0061 *pt*
Project No. Sunset Drive

*flag Grantor
notary*

For and in consideration of the sum of one dollar (\$1.00) paid to Bradley J & Julie C Walters, (hereinafter known as the "Grantor(s)") and other considerations as agreed to by the parties in their Improvement Installation Agreement, residing at 1387 South Sunset Drive, County of Davis, City of Kaysville, State of Utah, Grantor(s) hereby Quit-Claims to Kaysville City, (hereinafter known as the "Grantee(s)") a public entity, with its office located at 23 East Center Street, County of Davis, City of Kaysville, State of Utah, all the rights, title, interest, and claim in or to the following described real estate, situated in Davis County, Utah, to-wit: -----

A part of the Northwest Quarter of Section 10, Township 3 North, Range 1 West, Salt Lake Base & Meridian: Beginning at a point on the westerly right of way line of Sunset Drive, said point is 553.51 feet N.89°49'45"E. along the Quarter Section line and 963.83 feet N.22°00'47"W. along said westerly right of way line from the Southwest Corner of said Quarter Section and running thence N.22°00'47"W. 320.73 feet along said westerly right of way line to the Grantor's northerly boundary line; thence N.67°33'43"E. 66.00 feet along said northerly line to a point on the easterly right of way line of Sunset Drive being 66.00 feet perpendicular to and easterly from said westerly right of way line; thence S.22°00'47"E. 320.73 feet along said westerly right of way line to the Grantor's southerly boundary line; thence S.67°33'43"W. 66.00 feet along said southerly line to the point of beginning.

The above described part of an entire tract of property contains 21,168 square feet in area, more or less.

A Quit-Claim Deed when executed as required by law shall have the effect of a conveyance of all right, title, interest, and estate of the grantor in and to the premises therein described and all rights, privileges, and appurtenances thereunto belonging, at the date of the conveyance.

Witness the hand of said grantor(s) this;

Bradley J. Walters
Grantor's Signature

Bradley J. Walters
Grantor's Name

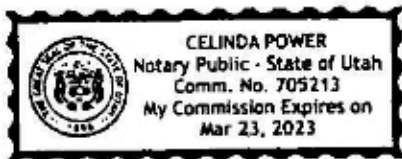
209 Windmill Court
Address

Kaysville, UT 84037
City, State & Zip

STATE OF UTAH
COUNTY OF Davis

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bradley Walters whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of July, 2021.



Celinda Power
Notary Public
My Commission Expires: Mar 23, 2023

Grantor's Signature
Julie C Walters

Grantor's Name
Julie C Walters

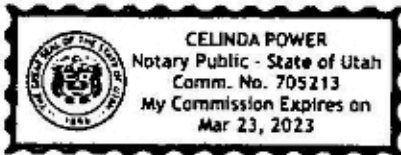
Address
209 Windmill Ct.

City, State & Zip
Kaysville, UT
84037

STATE OF UTAH)
COUNTY OF DAVIS

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jude Walters whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of July, 2021.

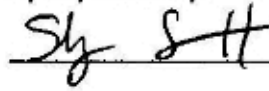


Celinda Power
Notary Public
My Commission Expires: Mar 23, 2023

Quit Claim Acceptance

I (City Manager), on behalf of Kaysville City, hereby acknowledge and accept the attached document (Quit Claim Deed) for Bradley J & Julie C Walters (Parcel ID No. 08-025-0061). This will enable the filing of this document with the Davis County Recorder's Office.

By Kaysville City:



Date:

