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21 SEPTEMBER 92 12:16 PM
KATIE L. DIXOM
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER CITY
REC BY: REBECCA GRAY , DEPUTY

Recorded at Request of: DRAPER CITY Return to: P.O. BOX 1020 DRAPER. UTAH 84020

IMPROVEMENT AGREEMENT

	THIS	AGREEMEN	T is mad	de and execu	ited th	is 1	12	dav
of	August		, 1992	, by and bet	ween C	ty of	Drape	c. a
body	corporate	and pol	itic of	, by and bet the State D. AND KARE	of Uta	ah, hei	reina	Eter
	red to as	CITY, and	FLOYD					
of _		APER CITY		herei	nafter	referre	ed to	as
SECONI	PARTY:							

WITNESSETH:

A. On August 12, 1992 the Draper City Planning Commission granted a DEFERRAL OF IMPROVEMENT INSTALLATION with a requirement for installation of off-site improvements consisting of CURB GUTTER, SIDEWALK, PAVING, DRAINAGE SYSTEM

on property and/or along property boundries abutting City streets. Said property being owned by SECOND PARTY. A site plan drawn to City specifications showing all required improvements is attached hereto as exhibit "A" and made a part hereof. Property is located at 655 East 12500 South , and more particularly described as follows:

Beginning at a point which is North 19°35'24" West 369.19 feet from the Southeast corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 00°38'00" East 252.87 feet; thence North 89°08'00" West 421.59 feet; thence South 00°38'00" West 244.30 feet; thence South 87°58'00" East 421.71 feet to the point of beginning. Contains 2.407 acres

B. CITY is willing to grant said <u>Building Permit no.93-33</u> conditioned on the promised future performance by SECOND PARTY to install the aforementioned off-site improvements to specifications promulgated therefor by the Draper City Planning Commission.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

1. SECOND PARTY agrees to and covenants for the installation of the off-site improvements abutting the above described property and covenants that at any time while this Agreement is in force, SECOND PARTY will, on written request by

CITY, install the aforesaid off-site improvements at no cost to the CITY therefor, and to specifications and standards usually and customarily in use at that time improvements are requested to be installed.

- 2. If, for any reason, SECOND PARTY does not commence said off-site improvements within 45 days, or complete the said off-site improvements within 9 months after having been requested in writing by CITY to do so, CITY is hereby authorized to construct and install said improvements at the complete expense of the owner at that time on the described property and charge such owner and/or said property with the cost of said construction and all costs of collection. Such a charge shall constitute a lien against the property.
- 3. SECOND PARTY hereby confesses judgement for himself, and his successors in interest for the total of any and all amounts expended by CITY for the construction and installation of the aforesaid improvements.
- 4. 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 the heirs, administrators, executors, devisees, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF Agreement and have caused the day of	this esame to be duly executed this, 19
	By Planner
	SECOND BARTY (property owner)
	Hisem B. Swany
on this 14 day of personally apeared before me, the signer(s) of the foregoing to me that they executed the	ng instrument who duly acknowledged
My commission expires:	Notally Ablic Residency in Draper, Utah
Ty commission expires	LINDA DY PUBBO LINDA LUDY GOOD 12441 Ø. 600 G. Dox 1020 Draper, Utah 84020 My Commission Expires

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