

WHEN RECORDED MAIL TO:

LaVerkin City
111 S. Main
LaVerkin, UT 84745

STREET IMPROVEMENT AGREEMENT

In consideration of the mutual covenants and conditions contained herein, the City of LaVerkin, hereinafter "City", and Christopher Steglich, hereinafter "Applicant", agree as follows:

1. Applicant is the owner of the following parcel of real property located in the City of LaVerkin, County of Washington, State of Utah:
BEGINNING at a point North 0°14' West, along the lot line, 208.74 feet from the Southeast corner of Lot 74, LAVERKIN TOWNSITE AND FIELD SURVEY, and running thence North 0°14' West, along the lot line, 82.74 feet; thence South 89°48' East 208.74 Feet; thence South 0°14' East 82.74 feet; thence North 89°48' East 208.74 feet to the point of beginning

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2. City agrees to issue to applicant a building permit, upon the condition that Applicant fulfills all requirements necessary to obtain a building permit under the laws of the State of Utah, County of Washington, City of LaVerkin, and upon the condition that Applicant enter into and abide by the terms of this Agreement.

3. Applicant agrees to pay all costs associated with the improvement by the City of that portion of the street known as 300 West which abuts the above-described parcel of real property owned by Applicant, said improvements to include, but not be limited to, curb, gutter and paved street. Applicant agrees to participate and cooperate in the formation of any special improvement district which may be formed for the purpose of construction said improvements, or pay within 30 days from written request by the City, a lump sum payment representing applicant's assessment for that portion of the above-named street which abuts applicant's above-described real property, said assessment to be calculated as follows but in no event to exceed \$ 2151.24

\$26 per foot

140.00 ft. = 3,640.00

4. This Agreement shall be recorded in the office of the Recorder of Washington County and shall act as a lien upon said parcel of real property until the above-described assessment has been paid.

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RUBSELL SHIRTS # WASHINGTON CO RECORDER
1997 MAR 12 14:20 PM FEE \$.00 BY JRB
FOR: LA VERKIN CITY

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5. This Agreement shall run with the land and shall bind and insure to the successors and assigns of the parties.

6. In the event legal action is required in order to enforce any term of this agreement, the successful party shall be entitled to an award of its reasonable attorney's fees and court costs.

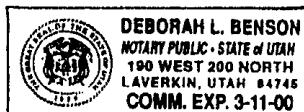
Christopher S. Steglich
Applicant(s)

STATE OF UTAH,
County of Washington }ss.

On the 3rd day of FEBRUARY, 1998 CHRISTOPHER S. STEGLICH personally appeared before me, the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

My commission expires 3/11/2000

Deborah L. Benson
Notary Public



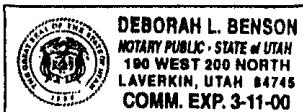
Deborah L. Benson
City of LaVerkin, Mayor

STATE OF UTAH,
County of Washington }ss.

On the 25th day of FEBRUARY, 1998 PATRICK J. EYES personally appeared before me, the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

My commission expires MARCH 11, 2000

Deborah L. Benson
Notary Public



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