

LAYTON

Layton, Utah 84041

"IMPROVEMENT AGREEMENT"

514

615235

(LIEN FORM)

Philip W. & Elva M. Merkley,

Fee Paid \$ 5.00  
Recorded at request of Layton City Corp  
Date MAY 14, 1982  
By CAROL DEAN PAGE  
at O.C. REC'D. Deputy Book 902  
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2751 Oaklane, \_\_\_\_\_ of Layton, County  
of Davis, State of Utah hereinafter referred  
to as applicant, and LAYTON CITY CORPORATION, a municipal corporation of  
the State of Utah, hereinafter referred to as the City, hereby agree as  
follows:

1. Preliminary. Applicant has applied for a building permit for an  
addition to or for the remodeling of an existing structure on property  
located at 2749 East Oaklane more particularly described in  
Paragraph 2 hereof. There is now in force an ordinance of Layton City,  
known as Ordinance No. 62, which requires the installation of off-site  
improvements, included but not limited to curb, gutter, and sidewalk,  
adjacent to any property, where the same have not previously been installed,  
said improvements to be installed at such time as application is made for a  
building permit for any other improvement of such property.

2. Legal Description. Following is the legal description of the  
property to which this agreement pertains, to wit:

All of Lot 4A, OVERLOOK ACRES SUBDIVISION, a subdivision  
of part of Sections 11 and 12, Township 4 North, Range  
1 West, Salt Lake Meridian, and according to the official  
plot thereof.

3. Agreement for Postponed Installation. The parties agree that  
Applicant may postpone compliance with the said Ordinance No. 62 until such  
time as the City Council shall determine, in its considered discretion, that  
said improvements should be installed adjacent to Applicant's said property.  
The City Council shall not make such determination until at least seventy-  
five percent of the frontage between \_\_\_\_\_ frontage  
and \_\_\_\_\_ frontage shall have been developed for  
other than an agriculture use.

4. Postponed Installation. Upon receipt of notice that the City Council  
has made the determination referred to in Paragraph 3 hereof, Applicant or  
its successor in interest shall either proceed to install the said off-site  
improvements, or, at the option of the City, in the event a special improvement  
district is organized for the purpose of installing the said off-site  
improvements, will refrain from objecting either formally or otherwise to the  
making or installing of said off-site improvements through such

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special improvement district.

5. Compliance with City Ordinances and Specifications. It is agreed that the installation of the said off-site improvements shall be done in accordance with all applicable Layton City ordinances, specifications, and standards, and with any administrative rules or regulations pertinent thereto. All work shall be subject to the inspection of the Layton City Building Official, or his agent, and any question as to conformity with City specifications or standards or as to the technical sufficiency of the work shall be decided by the said Building Official, and his decision shall be final and conclusive.

6. Lien to be Recorded. It is agreed that this Agreement shall be placed of record in the office of the Davis County Recorder, and shall be a lien against the property described in Paragraph 2 hereof. Upon satisfactory completion of the installation of said off-site improvements, the lien shall be discharged by the City. Applicant shall pay the expenses of recording and discharging the said lien.

7. Successors, Enforcement. This agreement shall be binding on the parties hereto, their successors or assigns. Should the services of an attorney be required to enforce this Agreement, the defaulting party agrees to pay a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement in duplicate, either of which may constitute an original, this 4th day of MAY, 1982.

SUBSCRIBED TO AND SWORN TO BEFORE ME  
THIS 4th DAY OF MAY, 1982

RESIDING IN Layton City, Utah STATE OF Utah  
MY COMMISSION EXPIRES 8/13/82

Elva M. Henkley

LAYTON CITY CORPORATION

By LEWIS G. SHIELDS, MAYOR

