

Return To : Washington City
111 North 100 East
Washington, UT 84780

00703953 Bk 1388 Pg 0071
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2000 DEC 06 10:29 AM FEE \$18.00 BY TC
FOR: SOUTHERN UTAH TITLE CO

ASPHALT, CURB, GUTTER AND/OR SIDEWALK IMPROVEMENT DEFERRED
AGREEMENT

THIS AGREEMENT is entered into by and between Washington City,
hereinafter "City", and John L. Adamson Family Living Trust
hereinafter "Applicant."

RECITALS

WHEREAS, Applicant is the owner of the following parcel of real property located in the Washington City, in Washington County, State of Utah. (hereafter "Property") which is more particularly described as:

See Attached Legal Description

WHEREAS, Applicant desires a building permit to be issued by the City for building on the Property.

WHEREAS, Applicant desires to build upon the Property without installing curb, gutter and/or sidewalk ("Improvements") along Applicant's Property frontage at this time.

WHEREAS, the Planning Commission and the City Council have found that:

A. Strict compliance with the provisions of the City's subdivision ordinance would cause unusual and unnecessary hardship on the Applicant because of one or more of the following:

- (i.) The Property's topography;
- (ii.) The condition or nature of adjoining areas; or
- (iii.) The existence of other unusual physical conditions;

and

B. The City Public Works Director has reviewed the request and submitted a recommendation.

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

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

2. Applicant agrees to pay all costs associated with the Improvements on the frontage of that portion of the street known as

Addie Lane

which abuts the Property.

3. Applicant agrees that construction of all required Improvements shall begin within ninety (90) days of any future date of notice from the City for Applicant to proceed with Improvements.

4. If the City determines it is appropriate to create a special improvement district (which includes the Property) to install the Improvements, Applicant agrees to participate and cooperate in the formation of the special improvement district, or pay within thirty (30) days from written request by the City, a lump sum payment representing Applicant's assessment for the Property. Applicant's assessment shall be calculated as described hereafter, but in no event to exceed \$ To Be Determined.

Amount to be determined at the time a Special Improvement District is created

5. The following additional condition(s) must be complied with by Applicant as condition(s) and term(s) of this Agreement:

None

6. In the event of default by Applicant of any of the terms of this Agreement, Applicant authorizes the City to install the Improvements on the Property's frontage. Applicant agrees to pay the City for all costs and expenses incurred in installing the Improvements. Applicant agrees to pay the City To be determined percent interest on the total amount due from the date of completion of the Improvements, until paid in full.

7. All notices or communications to be given under this Agreement shall be given in writing and shall be deemed given when deposited in the mail to the last known address of the party entitled to receive notice, postage prepaid, registered or certified.

8. This Agreement shall be recorded in the office of the Washington County Recorder at the Applicant's expense and shall constitute notice to all successors in interest in the Property and shall act as a lien upon the Property until the above-described assessment, including interest, is paid in full. This Agreement shall run with the land and shall bind and inure to the successors and assigns of the parties.

9. This Agreement shall be filed, at Applicant's expense, with the Washington City Recorder.

10. Applicant agrees to pay the City all of its costs of enforcement of this Agreement, including attorney's fees and costs whether or not legal action is instituted.

11. All negotiations, understandings, representations, and preliminary agreements are merged herein. This Agreement may not be modified, amended, or revoked unless by a writing signed by all the parties hereto.

12. This Agreement shall be governed, interpreted, and construed by the laws of the State of Utah.

13. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement. All of the terms and conditions of this Agreement are expressly intended to be construed as covenants as well as conditions.

DATED THIS 25 day of April, 1980

Washington City:

By Richard Cleve
Its Mayor

Attest:

City Recorder

The seal of the Washington City Recorder, featuring a circular design with the text "WASHINGTON CITY RECORDER" around the top and "MARRIAGE PRIDE PROGRESS" in the center.

Gilmer L. Adamson
Applicant

Applicant

STATE OF UTAH)
COUNTY OF WASHINGTON)
ss.

00703953 BK 1388 Pg 0074

On this 18 day of April, 2000 before me personally
appeared John L. Adamson personally known to me or
proved to me on the basis of satisfactory evidence to be the person whose name
is signed on the preceding document, and acknowledged before me that he/she
signed it voluntarily for its stated purpose.

Christina Loui
NOTARY PUBLIC
Address: Washington City
My Commission Expires 8-26-2002

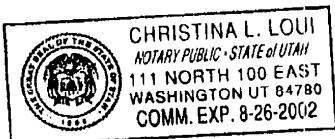


JSW/WASHINGTON 042701:Improvement Deferal Agreement 073195

State of Utah)
ss
County of Washington)

On this 25 day of April, 2000 before me Christina L. Loui, a notary public,
personally appeared Terrill B. Clove and Ralph McClure, personally known to me to be the
persons whose names are subscribed to this instrument, and acknowledged that they executed the
same.

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Christina Loui
Notary Public
8-26-02
My Commission Expires

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BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF PINE VIEW ESTATES PHASE I
SUBDIVISION AS RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE, ST.
GEORGE, UTAH, SAID POINT ALSO BEING N 00° 23' 00" W 1311.00 FEET ALONG THE
SECTION LINE FROM THE EAST 1/4 CORNER OF SECTION 27, T42S, R15W, SLB&M
AND RUNNING THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION THE
FOLLOWING COURSES:
S 78° 19' 00" W 290.07 FEET;
THENCE S 82° 52' 30" W 339.30 FEET;
THENCE S 78° 59' 00" W 107.40 FEET;
THENCE S 63° 52' 30" W 106.40 FEET;
THENCE S 26° 28' 00" W 70.90 FEET;
THENCE S 06° 05' 00" W 146.90 FEET;
THENCE S 22° 55' 00" W 95.20 FEET;
THENCE S 36° 40' 30" W 94.80 FEET;
THENCE S 42° 13' 30" W 379.90 FEET;
THENCE S 45° 52' 30" W 29.41 FEET;
THENCE LEAVING SAID SUBDIVISION N 46° 06' 30" W 50.03 FEET;
THENCE N 45° 52' 30" E 29.55;
THENCE N 42° 13' 30" E 23.97 FEET;
THENCE N 44° 22' 48" W 305.48 FEET;
THENCE N 69° 30' 00" W 656.77 FEET TO A POINT ON THE MEANDER LINE OF THE
VIRGIN RIVER;
THENCE ALONG SAID MEANDER LINE THE FOLLOWING COURSES:
N 10° 22' 00" E 278.99 FEET;
THENCE N 46° 22' 00" E 429.00 FEET;
THENCE N 72° 37' 00" E 402.23 FEET;
THENCE S 00° 24' 33" E 170.91 FEET ALONG THE 1/16 LINE TO THE NORTHWEST
CORNER OF THE SOUTH 1/2 OF LOT 6, BLOCK 1, A.W. COLLINS ENTRY;
THENCE S 89° 51' 57" E 659.73 FEET TO THE NORTHEAST CORNER OF THE SOUTH
1/2 OF LOT 6, BLOCK 1, A.W. COLLINS ENTRY;
THENCE S 00° 23' 46" E 167.725 FEET TO THE NORTHWEST CORNER OF LOT 11,
BLOCK 1, A.W. COLLINS ENTRY;
THENCE S 89° 54' 08" E 659.69 FEET TO THE NORTHEAST CORNER OF LOT 11,
BLOCK 1, A.W. COLLINS ENTRY;
THENCE S 0° 23' 00" E 27.43 FEET ALONG THE SECTION LINE TO THE POINT OF
BEGINNING.

CONTAINS: 23.126 ACRES

OWNER'S DEDICATION

BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE-DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO
LOT AND PUBLIC STREETS TO BE HERAFTER KNOWN AS: **ADAMSON SUBDIVISION** FOR GOOD AND VALUABLE CONSIDERATION REC-
ONTRACTE AND CONVEY TO WASHINGTON CITY FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBL
ASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO WASHINGTON CITY
AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

WE HEREUNTO SET MY HAND THIS 4 DAY OF OCTOBER 2000

JOHN L. ADAMSON FAMILY LIVING TRUST


JOHN L. ADAMSON, TRUSTEE

