

SUBDIVISION IMPROVEMENT AGREEMENT—MARK JACOBS

THIS AGREEMENT is made and entered into on the 20 day of Aug, 1993, by and between MARK JACOBS, an individual resident of the State of Utah, (hereinafter "JACOBS"), and KANE COUNTY, (hereinafter referred to as "COUNTY"), in conjunction with the final approval and recordation of the plat and development known as "ELK RIDGE ESTATES", (hereafter "the subdivision").

RECITALS

WHEREAS, Jacobs proposes to subdivide certain real property located within the county limits of Kane County, which property is more particularly described on the plat of the subdivision, and

WHEREAS, Jacobs has proposed that the entire "ELK RIDGE ESTATES, PHASE I" subdivision final plat (hereinafter "the plat") be approved and recorded, and

WHEREAS, Kane County has authority by Section 5 of the Kane County Subdivision Ordinance (1980), Kane County Ordinances, Section 17-501 et seq., to require the developer to provide the County adequate alternative assurances of performance in the event of recordation of the plat prior to completion of required improvements, and

WHEREAS, the parties desire to act to ensure the completion of required improvements to the lots in the subdivision in an orderly manner.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. Jacobs shall tender for recordation the original plat of "ELK RIDGE ESTATES, PHASE I". This Agreement shall be recorded with the plat in the office of the Kane County Recorder.
2. In accordance with Section 5.4 of the Kane County Subdivision Ordinance (1980), Jacobs agrees to and shall install and construct all required improvements in the subdivision within two (2) years from the date of approval of the final plat and maintain the same in a state of good repair free from defective material or workmanship for that time period.

ENTRY NO. 71843 RECORDED AT REQUEST OF MARK JACOBS, FEES \$9.00
DATE SEPT 2 1993 AT 2:40 PM KANE COUNTY RECORDER
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3. As used herein, the term required improvements means the necessary improvements and installation of utilities to provide access or connection to the specific lots, including, as required, but not limited to:

- A. water mains and laterals;
- B. roadways; and
- C. electric mains and distribution boxes.

In other words, this Agreement contemplates that electric mains and distribution boxes, roadways and water mains and laterals necessary to reach each lot are within the term required improvements.

The roadway shall be finished in accordance with the design standards and specifications approved and adopted by Kane County, which are attached as Exhibit A.

4. This Agreement shall be deemed to be a covenant running with the land to secure the installation of all required improvements and roadway.

5. The obligation of this Agreement shall be secured by a Trust Deed which shall be reconveyed when the improvements are completed.

6. The passage of time shall not have the effect of nullifying or altering this Agreement so long as Jacobs shall continue to develop the entire contemplated subdivision in an orderly manner and shall not engage in acts which indicate an intent to abandon the development of the subdivision.

7. In the event of failure of Jacobs to comply with any of the terms of this Agreement, Kane County may, at its option, pursue any or all remedies provided by this Agreement, by law or equity, or by Kane County ordinances.

8. At the completion of improvements in the subdivision Kane County shall reconvey to Jacobs any interest it may have in the property by terms of this Agreement, and in the Trust Deed and shall cancel this Agreement.

9. 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.

10. All negotiations, understandings, representations and preliminary agreements are merged herein. The parties intend this Agreement to be the final and exclusive expression of their agreement. This Agreement may not be modified, amended or revoked unless by a writing signed by all the parties hereto.

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

12. This Agreement shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, personal representatives and other successors.

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 20 day of Aug, 1993.

KANE COUNTY:

Glen Martin
GLEN MARTIN, Chairman

Attest:

Clerk

MARK JACOBS

Mark Jacobs

ACKNOWLEDGMENTS

STATE OF UTAH
COUNTY OF Kane } ss.

On this 20th day of August, 1993, before me personally appeared Mark Jacobs, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are signed on the preceding document, and acknowledged before me that he/she/they signed it voluntarily for its stated purpose.

Peggy A. McDonald
NOTARY PUBLIC
Address: Orderville, Utah
My Commission Expires: 11-16-95

