

BOOK

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0817590 - 842

IMPROVEMENT AGREEMENT

EN PT AB  
and

GRANT OF LIEN

RECORDED AT REQUEST OF

Kaysville City

1988 MAR -3 AM 11:53

CAROL DEAN PAGE  
DAVIS COUNTY RECORDERDEPUTY EP FEE 9.00RETURNED  
MAR 3 1988

Neil Wall

of Kaysville City, Davis County, State of Utah, hereinafter referred to as Applicant and Kaysville City, a City of the State of Utah, hereinafter referred to as the City, hereby mutually agree as follows:

1. Preliminary. Applicant is an owner of real property abutting on a City Street located at 525 and 535 East Oak Lane, which property is as particularly described in Paragraph 2 hereof. There is now in force in Kaysville City an Ordinance known as the Kaysville City Site Improvement/Building Ordinance, which requires the installation of curb, gutter, sidewalk and other off-site improvements (as set forth in said ordinance), adjacent to any property, where the same improvements have not previously been installed; and said improvements are to be installed at the time application is made for a building permit.

2. Legal Description. The above referred to real property is situated in Kaysville City, Davis County, Utah, and particularly described as follows to wit:

Beginning at the Southwest Corner of Lot No. 1, OAKLANE HEIGHTS SUBDIVISION and running North  $89^{\circ}46'$  West 165.00 feet to the Easterly line of 500 East Street; thence North  $50^{\circ}00'$  East along said Easterly line 30.00 feet to a point of a 236.50 foot radius curve to the left; thence along said Easterly line and the arc of said curve 222.25 feet to a point of tangency; thence North  $3^{\circ}52'$  West along said Easterly line 40.00 feet; thence South  $22^{\circ}25'$  East 82.00 feet; thence South  $89^{\circ}46'$  East 20.95 feet to a point North  $0^{\circ}14'$  East of the point of beginning; thence South  $0^{\circ}14'$  West 181.64 feet to the point of beginning.

Lots 5+6, Bldg 3, Plat W, Kays

3. Agreement for Postponed Installation. The parties agree that the applicant may postpone compliance with the off-site improvement provisions of said Site Improvement/Building Ordinance until such time as the City Council shall determine in their considered discretion, that the said off-site improvements should be installed adjacent to Applicant's said property. The Council's decision shall be based on the number of buildings constructed along the road fronting on that property and also the general overall development of the area; but it is expressly understood and agreed that the Council may order the required off-site improvements to be made at any time.

4. Postponed Installation. Upon receipt of notice that the City Council has made the determination referred to in Paragraph 3 above, the Applicant or his successor in interest in the ownership of the above described property shall either proceed to install the said off-site improvements at his own expense, 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, to pay his share of the costs of such improvements, through the said special improvement district.

5. Compliance with City Ordinances and Specifications. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, as of the time of installation. All work shall be subject to the inspection of the 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. Grant of Lien. Applicant hereby gives and grants a lien to City on the above described real property to insure compliance with this agreement by applicant; and to give notice of such lien it is agreed that this Agreement shall

be recorded in the office of the Davis County Recorder, and shall continue to be a lien against the said real property until the installation of said off-site improvements are completed as hereinabove provided. Thereafter, 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 run with the land and 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 this 28th day of August, 1986.

ATTEST: CITY OF KAYSVILLE  
Jude Rose  
City Recorder

Neil Wall  
Applicant

Budd Brandy  
Mayor

STATE OF UTAH )  
COUNTY OF DAVIS ) ss.

On this 28th day of August A.D. 1986 personally appeared before me Neil Wall, one of the signers of the foregoing Agreement who duly acknowledged to me that ~~she~~/he executed the same.

MARJORIE BRANDE  
NOTARY PUBLIC  
STATE OF UTAH  
Commission expires: 10-13-89

Marjorie Brande  
Notary Public  
Residing at: Kaysville, Utah