

RECORDED

MAY 24 1989

IMPROVEMENT AGREEMENT

E# 859128 BK 1294 PG 588
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1989 MAY 24 10:41 AM FEE 10.00 DEP REC
REC'D FOR KAYSVILLE CITY CORP

and

GRANT OF LIEN

N $\frac{1}{2}$ 10 3N-1W

Blue Blood Farms, Inc.

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 97 West Burton 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:

SEE EXHIBIT "A" BTI FILE NO. 13314 ATTACHED

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.

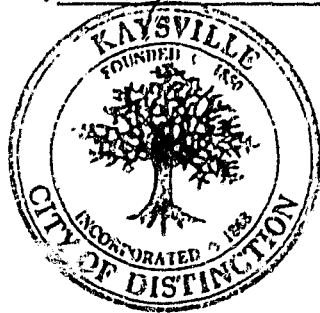
5. Compliance with City Ordinances and Specifications. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable City Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, as of the time of installation. 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 18 day of MAY, 1989



ATTEST:

Juda Ross
City Recorder

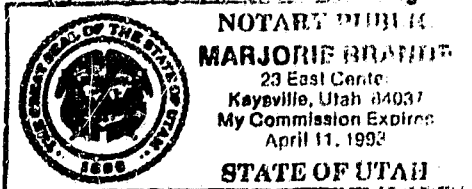
BLUE BLOOD FARMS, INC.

By: [Signature]
Applicant S. David Plummer, President

[Signature]
Mayor

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On this 18th day of May A.D. 1989 personally appeared before me S. David Plummer, one of the signers of the foregoing Agreement who duly acknowledged to me that ~~she~~ he executed the same.



My Commission expires: 4-11-93

Marjorie Brandt
Notary Public
Residing at: Kaysville, Utah

EXHIBIT "A" BTL 1 LB NO. 13314

PARCEL 3#:

BEGINNING AT A POINT ON A RIGHT-OF-WAY MONUMENT MARKING THE RIGHT-OF-WAY OF BURTON LANE EXTENSION WHICH POINT IS NORTH 0° 36' 02" WEST ALONG THE 1/4 SECTION LINE 772.83 FEET AND DUE WEST 140.40 FEET FROM THE MONUMENT MARKING THE CENTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, KAYSVILLE, UTAH AND RUNNING THENCE NORTH 18° 26' 09" WEST 130.39 FEET TO A RIGHT-OF-WAY MONUMENT AND THE POINT OF CURVATURE TO A 248.64 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 211.54 FEET, (CENTRAL ANGLE = 48°44'49"), THENCE NORTH 41°41'32" EAST 76.33 FEET TO A RIGHT-OF-WAY MONUMENT, THENCE NORTH 60°59'48" EAST 104.86 FEET TO A RIGHT-OF-WAY MONUMENT, THENCE NORTH 66° 13' 25" EAST 48.30 FEET TO THE 1/4 SECTION LINE AND THE RIGHT-OF-WAY- LINE OF THE UNION PACIFIC RAILROAD, THENCE SOUTH 0-° 36' 02" EAST 83.78 FEET ALONG SAID LINE TO A POINT ON A 5014.70 FOOT RADIUS CURVE TO THE LEFT AND A POINT 85 FEET FROM THE CENTERLINE OF THE EASTERLY TRACK AND THE RIGHT-OF-WAY LINE OF THE UP. RAILROAD, THENCE SOUTHERLY ALONG SAID LINE FOR AN ARC DISTANCE OF 1183.69 FEET (CENTRAL ANGLE = 11°39'49", CHORD = 1181.65 FEET, CHORD BEARING = SOUTH 26°29'45" EAST), THENCE SOUTH 82°18'58" WEST 320.26 FEET, THENCE NORTH 69° 20'02" WEST 143.57 FEET TO A POINT ON A 336.48 FOOT RADIUS CURVE TO THE LEFT AND THE RIGHT-OF-WAY OF BURTON LANE, THENCE NORTHERLY ALONG SAID CURVE FOR AN ARC DISTANCE 294.64 FEET TO A RIGHT-OF-WAY MONUMENT (CENTRAL ANGLE = 50°10'15"), THENCE NORTH 27°11'47" WEST 440.75 FEET TO POINT OF BEGINNING.

08-025-0077
 # 08-026-0031
 # 13314