

RETURNED

JUN 10 1991

E4 930010 BK 1417 PG 735  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1991 JUN 10 11:36 AM FEE 9.00 DEP SHM  
REC'D FOR DAVIS COUNTY PLANNING

91-137

IMPROVEMENT AGREEMENT

SE-17-4N-2W

and

GRANT OF LIEN

Steve D. Hamblin + Alison H. Hamblin

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

1. Preliminary. Applicant is an owner of real property abutting  
on a county road located at 3412 W. 2700 So Syracuse, which  
property is at particularly described in Paragraph 2 hereof. There is now  
in force in Davis County an ordinance known as Davis County Subdivision  
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  
situate in Davis County, Utah, and particularly described as follows to wit:  
Beginning on the North line of a street 470 feet East and 33 feet North from the South  
Quarter corner, Section 17, Township 4 North, Range 2 West, Salt Lake Meridian; thence  
East 165 feet along the North line of said street; thence North 264 feet; thence West  
165 feet; thence South 264 feet to the point of beginning.

12-096-0039

3. Agreement for Postponed Installation. The parties agree that  
the applicant may postpone compliance with the off-site improvement provisions  
of said subdivision ordinance until such time as the County Commissioners  
shall determine in their considered discretion, that the said off-site  
improvements should be installed adjacent to Applicant's said property. The  
Commission'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 Commission may order the required off-site improvements to be made at  
any time.

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4. Postponed Installation. Upon receipt of notice that the County Commission 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 County, 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 County Ordinances and Specifications.

It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable County 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 County Building Official or his agent; and any question as to conformity with County 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 does and grants a lien to County 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 County. 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

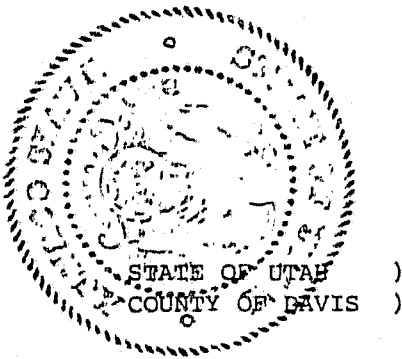
this 24 day of May, 1991.

ATTEST:

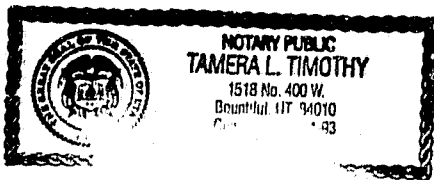
Margaret Kern  
DAVIS COUNTY CLERK

Steven D. Hamblin Alison H. Hamblin  
APPLICANT

Wayne A. Hamblin  
DAVIS COUNTY COMMISSION, CHAIRMAN



On this 24th day of May A.D. 1991 personally  
appeared before me Steven D. Hamblin & Alison H. Hamblin, one of the signers of  
the foregoing Agreement who duly acknowledged to me that he executed the  
same.



Tamera L. Timothy  
Notary Public  
Residing at: Bountiful, UT

My Commission Expires:  
1-14-93