

Return To

"IMPROVEMENT AGREEMENT"

LAYTON CITY ENGINEERING
AND SURVEYING
437 HIGHLAND DRIVE
Layton, Utah 84041

562120

(LIEN FORM)

437

86-14-47-12

Arville Lee and Diana Coonradt, hisband and wife

2855 East Gentile _____ of Layton _____, County

of Davis _____, State of Utah _____ hereinafter referred to as applicant, and LAYTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as the City, hereby agree as follows:

1. Preliminary. Applicant has applied for a building permit for an addition to or for the remodeling of an existing structure on property located at 2855 E. Gentile more particularly described in Paragraph 2 hereof. There is now in force an ordinance of Layton City, known as Ordinance No. 62, which requires the installation of off-site improvements, included but not limited to curb, gutter, and sidewalk, adjacent to any property, where the same have not previously been installed, said improvements to be installed at such time as application is made for a building permit for any other improvement of such property.

2. Legal Description. Following is the legal description of the property to which this agreement pertains, to wit:

SEE ATTACHED

3. Agreement for Postponed Installation. The parties agree that Applicant may postpone compliance with the said Ordinance No. 62 until such time as the City Council shall determine, in its considered discretion, that said improvements should be installed adjacent to Applicant's said property. The City Council shall not make such determination until at least seventy-five percent of the frontage between _____ frontage and _____ frontage shall have been developed for other than an agriculture use.

4. Postponed Installation. Upon receipt of notice that the City Council has made the determination referred to in Paragraph 3 hereof, Applicant or its successor in interest shall either proceed to install the said ^{SIDEWALK ONLY} ~~off-site~~ improvements, 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, will refrain from objecting either formally or otherwise to the making or installing of said off-site improvements through such

Recorded at request of Layton City
Date APR 8 1980
By Carol Dean Page
Deputy Bookkeeper
Fee Paid \$ 5.00
Recorder Davis County
CAROL DEAN PAGE
8:20 a.m.
Page 437

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared



special improvement district.

5. Compliance with City Ordinances and Specifications. It is agreed that the installation of the said off-site improvements shall be done in accordance with all applicable Layton City ordinances, specifications, and standards, and with any administrative rules or regulations pertinent thereto. All work shall be subject to the inspection of the Layton 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. Lien to be Recorded. It is agreed that this Agreement shall be placed of record in the office of the Davis County Recorder, and shall be a lien against the property described in Paragraph 2 hereof. Upon satisfactory completion of the installation of said off-site improvements, 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 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 in duplicate, either of which may constitute an original, this 18th day of January, 1980.

SUBSCRIBED TO AND SWORN TO BEFORE ME
THIS 18th DAY OF January, 1980.

Annette Lee Cooverdt
Diana Cooverdt
APPLICANT

NOTARY PUBLIC

RESIDING IN Layton, Utah
MY COMMISSION EXPIRES August 13, 1982

LAYTON CITY CORPORATION

By *Lewis G. Shields*
LEWIS G. SHIELDS, MAYOR

ATTEST:

Randall J. Heaps
RANDALL J. HEAPS, CITY RECORDER

LEGAL DESCRIPTION

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Arville Lee and Diana Coonradt

A part of the Southeast Quarter of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point North $89^{\circ}34'55''$ West 386.96 feet from the Southeast corner of Section 14, Township 4 North, Range 1 West; running thence North $0^{\circ}04'50''$ West 396 feet; thence North $89^{\circ}55'10''$ East 110 feet; thence South $0^{\circ}04'50''$ East 396 feet; thence South $89^{\circ}55'10''$ West 110.00 feet to the point of beginning.