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NO Fee

Recorded at Request of: DRAPER CITY
Return to: P.O. BOX 1020
DRAPER CITY, UTAH 84020

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03 NOVEMBER 92 01:07 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
DRAPER CITY
REC BY: DIANE KILPACK , DEPUTY

IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and executed this 28th day of October, 1992, by and between City of Draper, a body corporate and politic of the State of Utah, hereinafter referred to as CITY, and CHARLES CASDORPH AND JACKIE CASDORPH of DRAPER CITY hereinafter referred to as SECOND PARTY:

WITNESSETH:

A. On November 28, 1992 the Draper City Planning Commission granted a DEFERRAL OF IMPROVEMENT INSTALLATION with a requirement for installation of off-site improvements consisting of CURB GUTTER, SIDEWALK, PAVING, DRAINAGE SYSTEM

_____ , in the access right-of-way to and on property and/or along property boundaries abutting City streets. Said property being owned by SECOND PARTY. A site plan drawn to City specifications showing all required improvements is attached hereto as exhibit "A" and made a part hereof. Property is located at 707 West 12300 South, and more particularly described as follows:

SEE ATTACHED EXHIBIT A

B. CITY is willing to grant said BUILDING PERMIT NO. 93-85 conditioned on the promised future performance by SECOND PARTY to install the aforementioned off-site improvements to specifications promulgated therefor by the Draper City Planning Commission.

NOW, THEREFORE, in consideration of the premises, it is agreed by and between the parties hereto as follows:

1. SECOND PARTY agrees to and covenants for the installation of the off-site improvements abutting the above described property and covenants that at any time while this Agreement is in force, SECOND PARTY will, on written request by

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IMPROVEMENTS AGREEMENT

CITY, install the aforesaid off-site improvements at no cost to the CITY therefor, and to specifications and standards usually and customarily in use at that time improvements are requested to be installed.

2. IF, for any reason, SECOND PARTY does not commence said off-site improvements within 45 days, or complete the said off-site improvements within 9 months after having been requested in writing by CITY to do so, CITY is hereby authorized to construct and install said improvements at the complete expense of the owner at that time on the described property and charge such owner and/or said property with the cost of said construction and all costs of collection. Such a charge shall constitute a lien against the property.

3. SECOND PARTY hereby confesses judgement for himself, and his successors in interest for the total of any and all amounts expended by CITY for the construction and installation of the aforesaid improvements.

4. The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon the heirs, administrators, executors, devisees, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have subscribed this Agreement and have caused the same to be duly executed this _____ day of October 28, 1992

DRAPER CITY

By _____

Mayor

~~SECOND PARTY~~ (property owner)

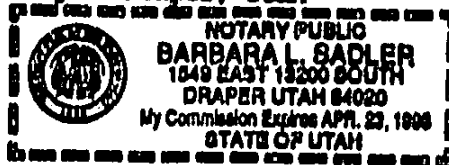
Jackie Casanova

On this 29th day of October, 1992, personally appeared before me, the signer(s) of the foregoing instrument who duly acknowledged to me that they executed the same.

Barbara L. Sadler
Notary Public
Residing in Draper, Utah

My commission expires:

4-23-96



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EXHIBIT A
DEFERRAL IMPROVEMENT AGREEMENT
CASDORPH - DRAPER CITY

Beginning at a point which is North 0°05'11" West along the section 1D₁, 1179.60 feet and South 89°38' East 49.33 feet from the Southwest corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 59°11' West 116.25 feet; thence North 40°27' West 395.97 feet to the South line of 12300 South Street; thence South 09°59'11" East along said South line 281.50 feet; thence North 0°05'11" West 60.00 feet to the center line of said street; thence South 89°59'11" East along said centerline 124.83 feet; thence South 0°00'49" West 421.10 feet; thence North 89°38' West 49.40 feet to the point of beginning.

TOGETHER WITH a 50.00 foot right-of-way, 25.0 feet on each side of the following described centerline:

Beginning at a point on the South line of 12300 South Street; said point being North 0°05'11" West along the section line 1540.09 feet and North 89°59'11" West along said South line 306.86 feet from the Southwest corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 40°27' East 395.97 feet; thence South 59°11' East 228.6 feet; thence South 38°36' East 198.0 feet; thence South 29°46' East 124.3 feet; thence South 0°24' East 313.9 feet; thence South 19°42' West 337.1 feet; thence South 38°44' West 291.8 feet to a point which is North 89°40'10" East along the section line 35.26 feet from the Southwest corner of said Section 25.

Less and Excepting therefrom the Easterly 105 feet.

FOUR COPY
CO. RECORDED

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