

RETURNED

JUN 20 1990

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
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REC'D FOR KAYSVILLE CITY

A G R E E M E N T

Kays 344, 6-A

THIS AGREEMENT made and entered into this 20th day of June, 1990 by and between KAYSVILLE CITY, a municipal corporation, of 23 East Center, Kaysville City, Utah 84037, hereinafter referred to as the "City" and RICHARD FLUHMANN and JEANNE FLUHMANN, of 87 South Main Street, Kaysville City, Utah, 84037, hereinafter referred to as "Fluhmanns" as follows:

R E C I T A L S

1. The Fluhmanns own and occupy a home and lot at the above referenced address which is located on the northeast corner of the intersection of 100 South Street and Main Street/SR-273.

2. In 1986 the Utah Department of Transportation (UDOT) undertook to widen and otherwise improve Main Street which project disrupted the landscaping in a strip of the Fluhmann property adjacent to Main Street.

3. As part of the UDOT project, 100 South was re-aligned at its point of entry with Main Street leaving the City with ownership of a triangular piece located south of and adjacent to the Fluhmann property.

4. The City and the Fluhmanns are now desirous of entering into an Agreement to provide for the landscaping and perpetual maintenance of certain property referred to on the plat marked Exhibit A, attached hereto and by reference made a part hereof.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein and other good and valuable consideration, it is hereby agreed by and between the parties as follows:

A G R E E M E N T

1. LANDSCAPING OF FLUHMAN PROPERTY STRIP DISTURBED BY UDOT

The City will remove sod, reshape and grade the soil, install a sprinkling system, and re-sod the strip of Fluhman's property disturbed by UDOT lying adjacent to Main Street and designated on Exhibit A as "Strip Disturbed by UDOT" at no cost or expense to the Fluhmans. Such sprinkling system will also provide irrigation to the "City Property" so designated on said Exhibit A. Following such work by the City, Fluhmans shall thereafter perpetually maintain and repair the sprinkling system and the strip disturbed by UDOT and the City shall do no further work and shall have no further responsibility with respect to such area or facilities.

2. FLUHMAN MAINTENANCE OF CITY PROPERTY

In exchange for performance of the foregoing work by the City, Fluhmans will perpetually maintain the surface area of the City Property as part of their yard without cost to the City. Such maintenance shall include watering, mowing, trimming, and fertilizing. There shall be no planting within the City Property with the exception of grass. The City

maintains such property for underground utilities and if the City finds it necessary to disturb the area for maintenance or other purposes, the City will re-plant or re-sod the area. The City Property referred to in Exhibit A is located in Kaysville City, Davis County, State of Utah, and is more particularly described as follows:

That portion of 100 South Street located north of the curb and gutter and being south of and adjacent to Lots 3 and 4, Block 6, Plat "A". Kaysville Townsite Survey according to the official plat thereof on file in the Office of the Davis County Recorder.

3. DESCRIPTION OF FLUHMAN PROPERTY

The Fluhman property is located within Kaysville City, Davis County, State of Utah and is more particularly described as follows:

11-108-0023

Beginning at the Southeast corner of Lot 3, Block 6, Plat A in Kaysville Townsite Survey; thence North 132 feet, West 244.2 feet, South 39.6 feet, Southeast along a highway 123.42 feet to the South line of Lot 4; thence East 165 feet to the Point of Beginning. Contains 0.61 acres.

3. OBLIGATION AND COVENANT RUNNING WITH THE LAND

The responsibility and obligation of Fluhmans to maintain the aforescribed City Property constitutes a

responsibility and covenant running with the Fluhman land and property as hereinabove described and shall be binding upon all heirs, successors, administrators and assigns of Fluhmans.

4. DEFAULT

In the event the City or Fluhmans or any of the heirs, successors, administrators or assigns of Fluhmans should default in the performance of this Agreement, the other party may seek specific performance or recovery of damages, attorney's fees, court costs and other appropriate relief from any court of law having jurisdiction.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement and understanding by and between the parties.

DATED the day and year first above written.

KAYSVILLE CITY, a municipal corporation,

By: Richard Fluhman
RICHARD FLUHMAN

By: Brit Howard
BRIT HOWARD, Mayor

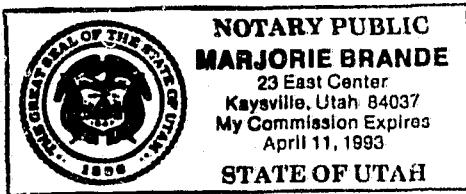
By: Jeanne Fluhman
JEANNE FLUHMAN

By: Linda Ross
LINDA ROSS, City Recorder

STATE OF UTAH)
 (ss.
COUNTY OF DAVIS)

On the 20th day of June, 1990, personally appeared before me BRIT HOWARD and LINDA ROSS, who being by me duly

sworn did say, each for himself and herself, that he, the said Brit Howard, is the Mayor of Kaysville City, and she, the said Linda Ross is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of a Resolution of the City Council of Kaysville City and said Brit Howard and Linda Ross each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.

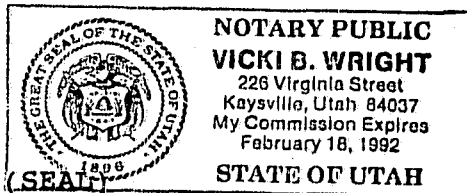


Marjorie Brande
NOTARY PUBLIC
Residing at: *Kaysville, Utah*
My Commission Expires: *4-11-93*

(Seal)

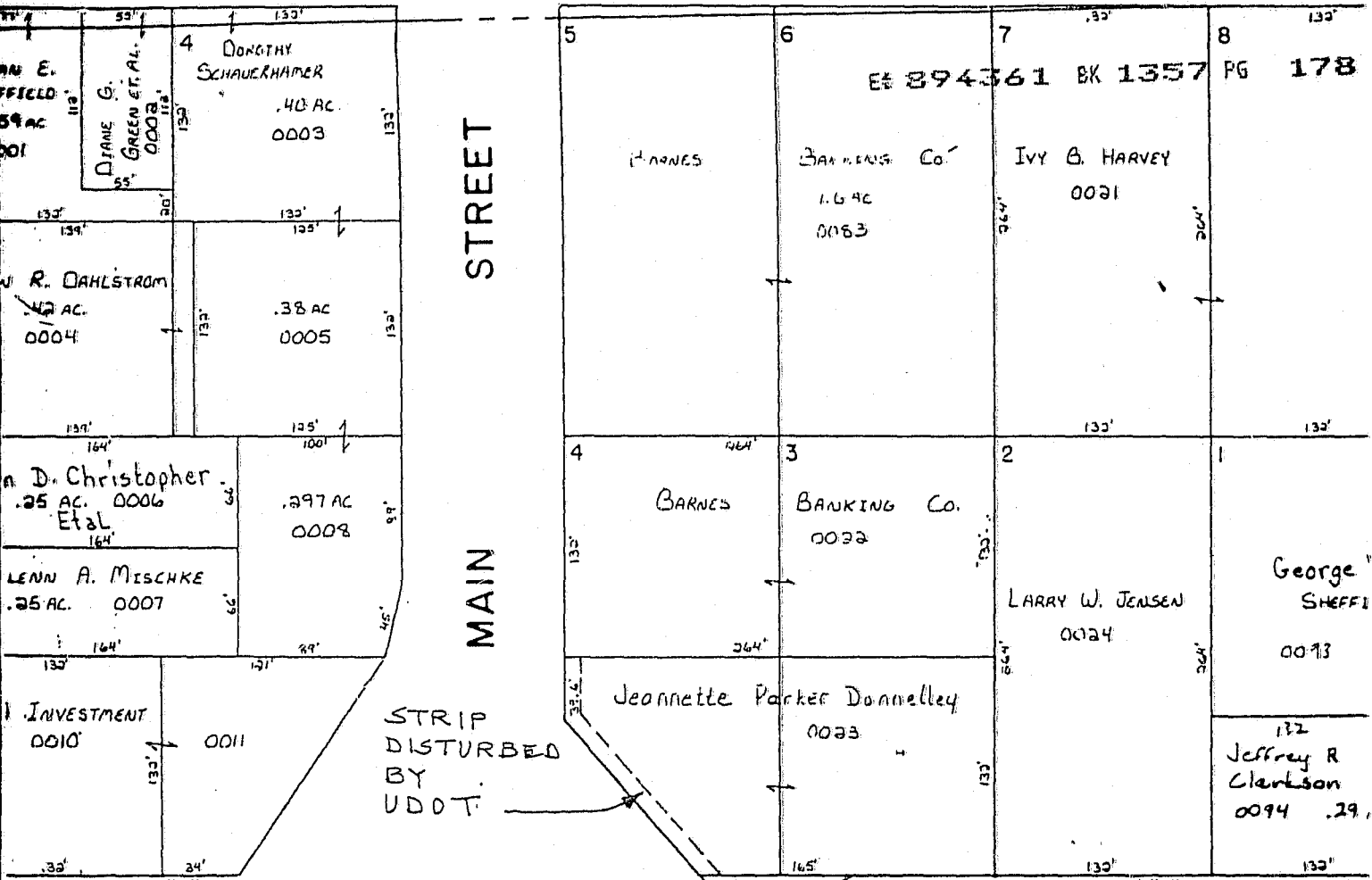
STATE OF UTAH)
 (ss.
COUNTY OF DAVIS)

On the 15th day of June, 1990, personally appeared before me RICHARD FLUHMAN and JEANNE FLUHMAN, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Vicki B. Wright
NOTARY PUBLIC
Residing at: *Kaysville, Utah*
My Commission Expires: *2-18-92*

K:FluhmanAgr



CK 7 PLAT "A" BLOCK 6 PLAT "A" SOUTH BLOCK 6 PLAT "C"

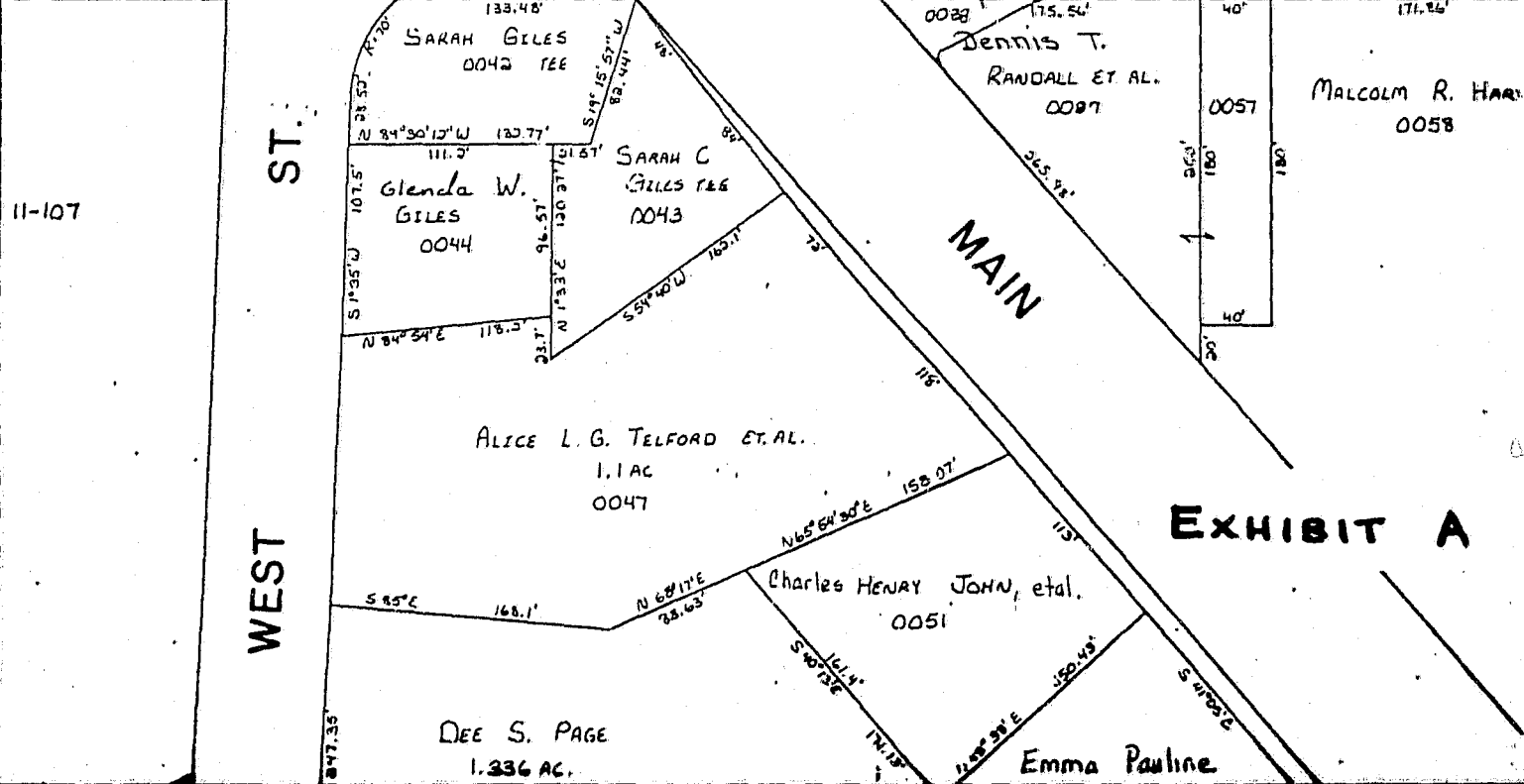


EXHIBIT A