

IMPROVEMENT AGREEMENT

and

GRANT OF LIEN

RETURNED

JUN 21 1989

859843 BK 1296 PG 31
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1989 JUN 1 9:17 AM FEE 9.00 DEP MEC
REC'D FOR SYRACUSE CITY

NE 16 4N-2W -

Kevin and Kristine Dalton of Syracuse City, State of Utah,
hereinafter referred to as Applicant, and Syracuse City, a city in the State of
Utah, hereinafter referred to as the City, hereby mutually agree as follows:

1. Preliminary. Applicant is owner of real property situated in the City,
which property is particularly described as follows, to wit:

Beginning on the South Line of a street at a point west 1235.48 feet
along the section line and S. 1°12'E 33 Feet from the northeast corner
of Section 16, Township 4 North, Range 2 West, Salt Lake Meridian,
and running thence west 100.0 feet along said street; thence S. 1°12'E.
435.6 feet; thence east 100.0 feet; thence N. 1°12'W. 435.6 feet to point of beginning
There is now in force in the City an ordinance known as Syracuse City 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 improve-
ments are to be installed at the time application is made for a building permit.

2. 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 City Council shall determine that such improvements
should be installed adjacent to Applicant's said property. The Council's decision
shall be based on 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.

3. Postponed Installation. Upon receipt of notice that the City Council has
made the determination referred to in Paragraph 2 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 organ-
ized 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.

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4. 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, at 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.

5. Grant of Lien. Applicant hereby gives and grants a lien to the 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.

6. 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

3 day of April, 19 89.

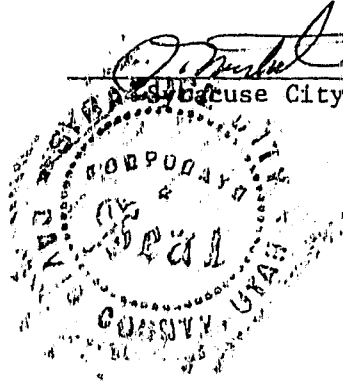
[Signature]
Applicant

[Signature]
Applicant

[Signature]
Syracuse City Mayor

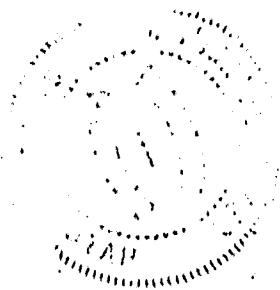
ATTEST:

[Signature]
Syracuse City Recorder



State of Utah)
) SS:
County of Davis)

The foregoing instrument was acknowledged before me this 3 day of
April 1989 by Kevin and Kristine Dalton.



(Notary)

Residing in Syracuse, Davis County, Utah

My Commission expires 12-18-89.