

Return to → LAYTON CITY ENGINEERING AND BUILDING DEPT. 437 North Wasatch Drive Layton, Utah 84041

"IMPROVEMENT AGREEMENT"

395

476253

(LIEN FORM)

SW 22-477-1W

Recorded at request of Layton City at 10:33 A.M. MARGUERITE S. BOURNE Recorder Davis County on OCT 21 1977 by [Signature] Deputy Book 674 Page 585

Viola Morgan Garbett

116 North Adamswood 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 116 North Adamswood 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 LAST PAGE

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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 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

special improvement district.

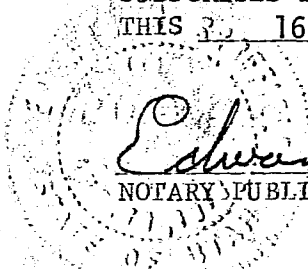
5. Compliance with City Ordinances and Specifications. It is agreed that the installation of the said off-site improvements shall be done in accordance with all applicable Layton City ordinances, specifications, and standards, and with any administrative rules or regulations pertinent thereto. All work 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 16th day of August, 1977.

SUBSCRIBED TO AND SWORN TO BEFORE ME  
THIS 16th DAY OF August, 1977.



Edward M. Scroggie  
NOTARY PUBLIC

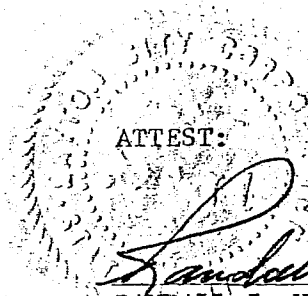
RESIDING IN Layton, Utah  
MY COMMISSION EXPIRES August 13, 1978

x Viola M. Gabelt

APPLICANT

LAYTON CITY CORPORATION

By Lewis G. Shields  
LEWIS G. SHIELDS, MAYOR



ATTEST:  
Randall J. Heaps  
RANDALL J. HEAPS, CITY RECORDER

VIOLA MORGAN GARBETT

LEGAL DESCRIPTION:

Beginning on Easterly line of a 2 rod wide road 931.26 feet West and 523.38 feet North and N 57°30' East 17.5 feet, and N 46°40' West 157.5 feet and N 45°24' West 23.1 feet from SE corner of SW Quarter of Section 22, Township 4 North, Range 1 West Salt Lake Meridian, N 45°24' West along Easterly line of said road 218.7 feet, thence 64°20' East 690 feet, S 38°52' 279.4 feet N'ly right of-way line of county road; S 68°17' West 263 feet along said road; thence Westerly 76.1 feet more less along the arc of 2897.79 feet radius curve to left to point of tangency; S 68°58' West 145.9 feet; thence Westerly along arc of a 922.37 foot radius curve to right 196.4 feet, more or less, to beginning. cont. 3.782 acres