

RETURNED

MAR 15 1995

IMPROVEMENT AGREEMENT

and
GRANT OF LIEN

E 1169625 B 1855 P 998
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1995 MAR 15 8:43 AM FEE 12.00 DEP DJJ
REC'D FOR SYRACUSE CITY

SW 1/4-9-47-2W

Jana & Rhonda Pickard 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: Serial #12:049:0078

A part of the South ^{West} 1/4 of Section 9-TRN-R2W SLM; beginning at a point which is S89°49'43" west 1136.37 ft (W 1136.375 ft) along the section line; thence north 0°10'17" east 559.23 ft (N 558.36 ft) to an old existing fence; south 88°58' west 478.00 ft (S 89°40' W 478 ft) along said fence and north 0°28' east 161.04 ft from the south 1/4 corner of said section 9 and running thence north 0°28' east 58.26 ft; thence north 89°52' west 248.80 ft (S 89°40' W 248.80ft) to the center of a 3 rod road; thence south 24°07' east (S 24°35' east 143.44 ft) along said center line; thence north 63°00' east 45.14 ft; thence south 65°14'41" east 13.38 ft; thence north 67°23'24" east 148.77 ft along an existing fence and fence line extended to the point of beginning. Contains 0.50 acres.

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 improvements 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 organized 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.

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.

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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 8 day of Feb 1995

A Phonda K. Richard
Applicant

ATTEST:

[Signature]
Syracuse City Recorder

[Signature]
Syracuse City Mayor

State of Utah)
) SS:
County of Davis)

The foregoing instrument was acknowledged before me this 8th day of

February 1995

by Phonda K. Richard and Michael K. Hewitt

[Signature]
Notary Public

My Commission expires: 2-5-98

Residing at: Davis County

