

RETURNED.

MAR 2 1995

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CAROL DEAN PAGE, DAVIS CITY RECORDER
1995 MAR 2 9:55 AM FEE 14.00 DEP JB
REC'D FOR LAYTON CITY CORP

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NE 25-47-2W
12-110-0166
0167

POSTPONEMENT OF IMPROVEMENTS AGREEMENT

(LIEN FORM)

Eric B. Smith 2695 W. Gentile

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 2665 W. Gentile St, 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, including 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.

only
2-3-94

2. Legal Description. Following is a legal description of the property to which this agreement pertains, to wit:

SEE ATTACHED

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 per cent of the frontage between 2600 W. Gentile St and 2700 W. Gentile St shall have been developed for other than an agricultural use.

4. Postponed Installation. Upon receipt of notice that the City Council has made the determination referred to 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.

(2)

5. Compliance with City Ordinances and Specifications. It is agreed that the installation of the said off-site improvement 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 questions 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.

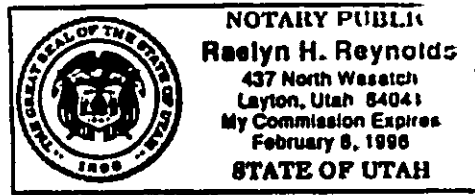
WITNESS WHEREOF, the undersigned parties have executed this Agreement in duplicate, either of which may constitute an original, this 3rd day of Sept., 1993.

[Signature]
APPLICANT

BY _____
LAYTON CITY CORPORATION
BY [Signature]
CITY MANAGER

ATTEST:
[Signature]
CITY RECORDER

SIGNED BEFORE ME THIS 3rd DAY OF February, 1993.



[Signature]
NOTARY

[Signature]

LEGAL DESCRIPTION FOR 2665 WEST GENTILE

A PART OF THE NORTHEAST QUARTER OF SECTION 25, T4N, R2W, SLB&M, U.S. SURVEY, BEGINNING AT A POINT WHICH IS SOUTH $0^{\circ}10'55''$ EAST 33.00 FT FROM THE NORTH QUARTER CORNER OF SAID SECTION 25 AND RUNNING THENCE SOUTH $89^{\circ}50'58''$ EAST 137.88 FT. ALONG THE SOUTH LINE OF GENTILE STREET, THENCE SOUTH $3^{\circ}32'31''$ WEST 341.24 FT., THENCE NORTH $89^{\circ}50'58''$ WEST 117.88 FT. TO THE QUARTER SECTION LINE, THENCE NORTH $0^{\circ}10'55''$ EAST 340.64 FT. ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 1.00 ACRES