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EN _____ PT _____ AB _____

1987 MAY 15 PM 12:51

CAROL DEAN PAGE
DAVIS COUNTY RECORDER
DEPUTY *[Signature]* 9.00

RETURNED
MAY 15 1987
planning

IMPROVEMENT AGREEMENT

and

GRANT OF LIEN

NW 23-2N-1W

Don L. Christensen

of Davis County, State of Utah, hereinafter referred to as Applicant, and Davis County, a County of the State of Utah, hereinafter referred to as the County, hereby mutually agree as follows:

1. Preliminary. Applicant is an owner of real property abutting on a county road located at 456 W. 100 N., West Bantel, which property is at particularly described in Paragraph 2 hereof. There is now in force in Davis County an Ordinance known as Davis County 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. Legal Description. The above referred to real property is situate in Davis County, Utah, and particularly described as follows to wit:

BEG AT A PT S 137.75 RODS & E 151 RODS ALGO THE CENTER OF A STR FR THE NW COR OF SEC 23-T2N-R1W, SLM, & RUN TH W 534.20 FT TO THE E'LY LN OF THE PPTY CONVEYED 752-298 TO UP&L CO., TH N 28°08' E 980.54 FT ALG SD PPTY TO A PT N 4°45' W OF THE POB; TH S 4°45' E 867.67 FT M/L TO THE POB. CONT. 5/3016 ACRES.

06-031-0012

3. 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 County Commissioners shall determine in their considered discretion, that the said off-site improvements should be installed adjacent to Applicant's said property. The Commission's decision shall be based on the number of buildings constructed along the road fronting on that property and also the general overall development of the area; but it is expressly understood and agreed that the Commission may order the required off-site improvements to be made at any time.

4. Postponed Installation. Upon receipt of notice that the County Commission has made the determination referred to in Paragraph 3 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 County, 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.

5. Compliance with County Ordinances and Specifications. It is agreed that the installation of said off-site improvements shall be done in accordance with all applicable County Ordinances, specifications, standards, and any administrative rules or regulations pertinent thereto, as of the time of installation. All work shall be subject to the inspection of the County Building Official or his agent; and any question as to conformity with County 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. Grant of Lien. Applicant hereby gives and grants a lien to County 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 County. Applicant shall pay the expenses of recording and discharging the said lien.

7. 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 9th day of December, 1985.

ATTEST:

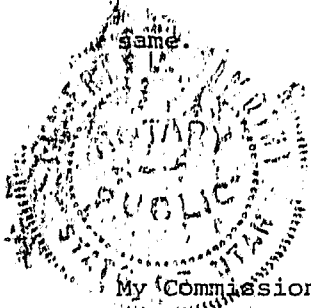
Nancy Burningham
DAVIS COUNTY CLERK

Don L. Christman
APPLICANT

Glen E. Saunders
DAVIS COUNTY COMMISSION, CHAIRMAN

STATE OF UTAH)
COUNTY OF DAVIS)

On this 4th day of December-D. 1985 personally
appeared before me Don L. Christman, one of the signers of
the foregoing Agreement who duly acknowledged to me that he executed the
same.



James S. Timothy
Notary Public
Residing at:

My Commission Expires:
12/14/89