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SUPPLEMENTAL AGREEMENT

THIS AGREEMENT made this 1st day of June, 1966, by and between LILLIAN R. McQUISTON, hereinafter designated as the "Seller," and RICHARD E. PETTIT and ARLENE W. PETTIT, his wife, hereinafter designated as the "Buyers,"

W I T N E S S E T H:

WHEREAS, the parties hereto entered into that certain Uniform Real Estate Contract dated the 4th day of March, 1965, to which this Supplemental Agreement is attached and of which it becomes a part; and

WHEREAS, by the terms of said contract Seller agreed to insure access from the highway to the tract of land described in said contract; and

WHEREAS, it has become necessary at the request of the Davis County Planning Commission to more specifically describe said right of access and to insure that a 50 foot easement is provided for such purpose; and

WHEREAS, this is in keeping with the understanding of the parties hereto;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, the parties agree as follows:

1. The road to be constructed shall be in the total width of 50 feet and shall be located as an extension of Jennings Lane as presently constituted and shall be extended approximately 120 feet to the east of the present termination point of said lane and shall then be projected to the south sufficiently far to provide that the road as constructed from that point to the east will dissect in equal parts the land of the Buyers hereunder.
2. Said road shall be located essentially as outlined on the attached "plot plan" which by this reference is made a part hereof.
3. The exact location of said access road shall be determined by subsequent survey at such time as the actual construction of said road

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becomes necessary to accommodate the needs of all parties hereto.

4. In any event, an access road 50 feet in width will be provided to Buyers, by Seller. The only adjustment to be made shall be to accommodate Seller in the placing of the street to minimize the effect of such street on existing obstructions, including Seller's culinary water supply.

5. The cost of constructing said road from the existing county road known as Jennings Lane to the lands of the Buyers covered by this Agreement shall be the sole responsibility of the Seller.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands the day and year first above written.

Lillian R. McCuiston
SELLER
Richard E. Pettit
Arlene W. Pettit
BUYERS

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On the 6th day of September, 1966 personally appeared before me LILLIAN R. McCUISTON, signer of the above instrument, who duly acknowledged to me that she executed the same.

My Commission Expires:
8-18-68

Don H. Strunk
NOTARY PUBLIC
Residing at Salt Lake City, Utah

STATE OF UTAH }
COUNTY OF Salt Lake } ss.

On the 6th day of September, 1966 personally appeared before me RICHARD E. PETTIT and ARLENE W. PETTIT, signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:
8-18-68

Don H. Strunk
NOTARY PUBLIC
Residing at Salt Lake City, Utah

BEFORE THE DAVIS COUNTY BOARD OF ADJUSTMENT

FINDINGS AND ORDER, CASE NO. 123-66

REPORT OF THE BOARD:

An appeal by Richard E. Pettit for a variance to allow the construction of a dwelling upon a 5 acre tract of land which does not have frontage upon a public street--located east of Jennings Lane in North Centerville.

Mr. and Mrs. Richard E. Pettit and Attorney Boyden presented a Supplemental Agreement wherein Seller (Mrs. McQuiston) deeded and insured the Buyer (Pettit's) a described 50 ft. access road from Jennings Lane. Cost of constructing said road shall be the sole responsibility of the Seller, as well as solution to any problems regarding prior easements.

After much discussion regarding water, sewer, road right-of-way, etc., it was moved that the variance be granted subject to Supplemental Agreement being properly signed and recorded and all building construction meeting Davis County requirements.

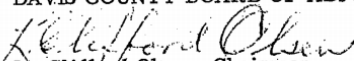
FROM THE EVIDENCE BEFORE IT, the Board of Adjustment is of the opinion that the action of the Zoning Administrator was proper in denying permit; but, the Board, in reviewing all facts finds that a unique situation concerning property prevails which would deprive owner of reasonable use of his property, and it is ordered that a variance to Section 2-10-4(4)(d) of the Davis County Zoning Ordinance be granted provided Mr. Pettit complies to all requirements and records this Order.

NOW THEREFORE, the Building Inspector may issue such permit, in conformity with this order and decision and is hereby directed to enforce all the provisions thereof.

Action taken by the Board of Adjustment 11th July 1966.

Dated at Farmington, Utah this eighteenth day of July 1966.

DAVIS COUNTY BOARD OF ADJUSTMENT


L. Clifford Olsen, Chairman

ee

CC: Mrs. McQuiston