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RETURNED
Davis County Planning
OCT 17, 1994

E 1147404 B 1811 P 4-1
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 OCT 17 9:47 AM FEE 15.00 DEP JB
REC'D FOR JOHANSEN, PAUL R.

94-258

IMPROVEMENT AGREEMENT

12+hrw 14, BK 27 Farm BC and
08.060-0028 st

GRANT OF LIEN

PAUL R. JOHANSEN JR. AND MARIANNE JOHANSEN

EXPOSURE BOARD

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 1293 WEST BURKE LANE, 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: BEGINNING AT THE NORTHWEST CORNER OF LOT 12, BLOCK 27, BIG CREEK PLAT FARMINGTON WHICH POINT IS SOUTH 89°45'48" WEST 1369.01 FEET ALONG THE SECTION LINE AND NORTH 0°20'03" WEST 1444.78 FEET FROM THE SOUTHEAST CORNER OF SECTION 14, TOWNSHIP 3, NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY UTAH AND RUNNING THENCE SOUTH 89°41'35" EAST 213.32 ALONG THE SOUTH LINE OF BURKE LANE; THENCE SOUTH 0°20'03" EAST 990.00 FEET; THENCE NORTH 89°41'35" WEST 213.32 WEST; THENCE NORTH 0°20'03" WEST 990.00 FEET TO THE POINT OF BEGINNING. (CONTINUED ON REVERSE SIDE)

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.

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SUBJECT TO EASEMENTS, RIGHTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY, COVENANTS,
TAXES AND ASSESSMENTS APPEARING OF RECORD OR ENFORCEABLE IN LAW OR EQUITY.

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 13th day of October, 1994.

ATTEST:

Margene Isom
DAVIS COUNTY CLERK

Paul R. Johnson Jr.
Marianne Johnson
APPLICANT

Paul A. Johnson
DAVIS COUNTY COMMISSION, CHAIRMAN

STATE OF UTAH)
COUNTY OF DAVIS)

On this 4th day of October, A.D. 1994 personally appeared before me Paul & Marianne Johnson, one of the signers of the foregoing Agreement who duly acknowledged to me that ~~they~~ executed the same.

Kathleen E. Gunn
Notary Public
Residing at:
Payson

My Commission Expires:

