

08-060 - 0029

**ASSIGNMENT OF IMPROVEMENT AGREEMENT
AND GRANT OF LIEN**

THIS AGREEMENT is made and entered into as of the 04th day of April, 2012, by and between **DAVIS COUNTY**, a political subdivision of the State of Utah, hereinafter referred to as the "Assignor," and **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "Assignee."

WITNESSETH:

WHEREAS, under date of October 12, 1994, the Assignor entered into an Improvement Agreement and Grant of Lien with Paul R. Johansen Jr. and Marianne Johansen as the Applicant, which Improvement Agreement and Grant of Lien is attached hereto and delivered herewith; and

WHEREAS, Assignor desires to assign, transfer and convey to the Assignee all of its rights, title and interests under the attached Improvement Agreement and Grant of Lien concerning that certain property more particularly described in the attached Improvement Agreement and Grant of Lien; and

WHEREAS, the Assignee desires to acquire from the Assignor all of the right, title and interest of the Assignor in said Agreement and Grant of Lien as described and evidenced in the attached written Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby assigns to the Assignee all of Assignor's right, title and interest in and to the above-described Improvement Agreement and Grant of Lien attached hereto.
2. Assignor represents to the Assignee that Assignor has duly performed all conditions of the Improvement Agreement to be performed to the date of this Assignment, that the Improvement Agreement is now in full force and effect and is assignable.
3. In consideration of Assignor executing and delivering this Agreement, the Assignee covenants with the Assignor as follows:
 - a. Assignee will duly keep, observe and perform all of the terms, conditions and provisions of the said Improvement Agreement that are to be kept, observed and performed by the Assignor.
 - b. That Assignee will save and hold harmless the Assignor of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the Assignee.

4. This Assignment of Improvement Agreement and Grant of Lien may be recorded by the Assignee in the office of the Davis County Recorder, State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

“ASSIGNOR”

DAVIS COUNTY

ATTEST:

[Signature]
on behalf of
Steve Rawlings
Steve Rawlings
Davis County Clerk/Auditor

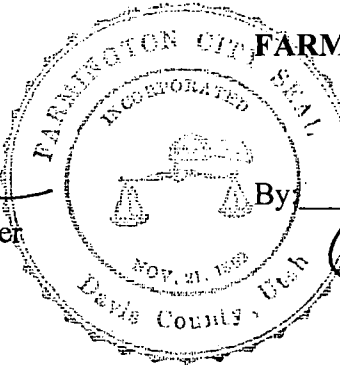
By: *[Signature]*
Chairman, Board of County Commissioners

1994-258A

“ASSIGNEE”

ATTEST:

[Signature]
Holly Gadd, City Recorder



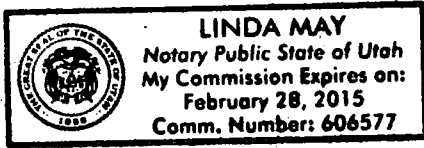
FARMINGTON CITY

By: *[Signature]*
Scott C. Harbertson, Mayor

ASSIGNOR ACKNOWLEDGMENT

STATE OF UTAH)
)ss
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 24th day of April 2012 by P. Bret Millburn and ~~Steve S. Rawlings~~ curtis Koch who duly represented to me that they are the ^{Chief Deputy} Chair of the Board of County Commissioners of Davis County and the Davis County Clerk/Auditor, respectively, and that they each signed the above and foregoing instrument in their official capacity and on behalf of Davis County pursuant to action taken by the Board of Commissioners.



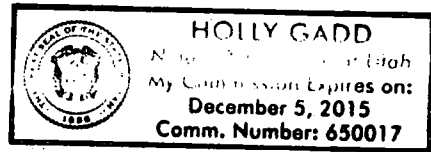
Linda May
Notary Public

ASSIGNEE ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the 5 day of ~~April~~ June, 2012, personally appeared before me **Scott C. Harbertson**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said **Scott C. Harbertson** acknowledged to me that the City executed the same.

Holly Gadd
Notary Public



RETURNED
Davis County Planning
OCT 17, 1994

E 1147404 B 1811 P 461
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 OCT 17 9:47 AM FEE 15.00 DEF JB
REC'D FOR JOHANSEN, PAUL R.

94-258

IMPROVEMENT AGREEMENT

12+bcw 14, BK 27 Farm BC and
08-060-0028 pt

GRANT OF LIEN

PAUL R. JOHANSEN JR. AND MARIANNE JOHANSEN

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.

~~E 1147404 + 1811 + 462~~

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 12th day of October, 1994.

ATTEST:

Margene Isom
DAVIS COUNTY CLERK

Paul R. Johnson Jr.
Marianne Johansen
APPLICANT

[Signature]
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 Johansen, 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:
Dayton

My Commission Expires:

