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08-060-0043
station parkway

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

THIS AGREEMENT is made and entered into as of the 24th 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 16, 1996, the Assignor entered into an Improvement Agreement and Grant of Lien with Helge Nilsen and Anne E. Nilsen 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.

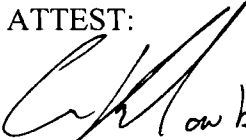
4. This Assignment of Improvement Agreement and Grant of Lien may be recorded by the Assignee in the office of the Davis County Recorder, State of Utah.


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:


on behalf of Steve Rawlings
Steve Rawlings
Davis County Clerk/Auditor


By: 
Chairman, Board of County Commissioners

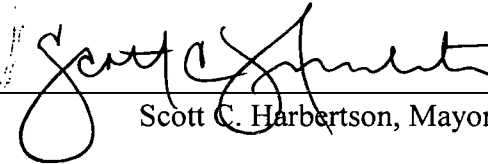
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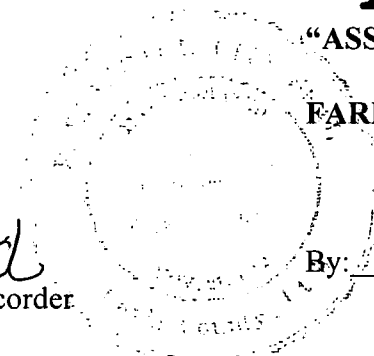
"ASSIGNEE"

FARMINGTON CITY

ATTEST:


Holly Gadd, City Recorder

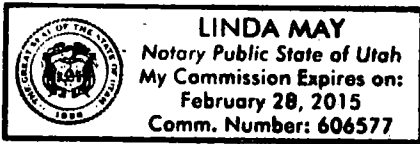
By: 
Scott C. Harbertson, Mayor



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 ~~Chair~~ ^{Chief Deputy} 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.



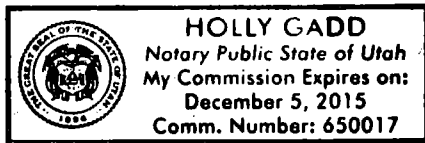
Linda May
Notary Public

ASSIGNEE ACKNOWLEDGMENT

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the 5 day of 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



518

RETURNED

2666547
BK 5539 PG 833

OCT 29 1996

96-293

E 1283504 / B 2058 P 1578
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1996 OCT 29 10:31 AM FEE 18.00 DEF REC
REC'D FOR NILSEN, HELGE

IMPROVEMENT AGREEMENT
AND
GRANT OF LIEN

SE-1443 7-144
09-060-0030

This agreement is made and entered into by and between

Helge & Anne E. Nilsen

hereinafter referred to as "Applicant," and DAVIS COUNTY, a political subdivision of the State of Utah, hereinafter referred to as the "County."

This agreement is made and entered into by the plaintiff parties based on the following recitals:

A. Applicant is the owner of certain real property _____, which is a county road. The property is located at 1267 W. Burke Lane and is more particularly described in the attached Exhibit "A" to this agreement.

B. Section 2-2-3(4) of the *Davis County Development Code*, which code is now in effect in Davis County, requires the Applicant to install certain public roadway improvements to include curb, gutter, and sidewalk improvements as described in the *Davis County Subdivision Ordinance*, prior to the issuance of a building permit unless those improvements have previously been installed.

C. Those public roadway improvements are to be installed in the County owned public right-of-way and not on the Applicant's property.

Therefore, in consideration of the mutual conditions contained in this agreement, the parties hereto do hereby agree as

follows:

1. Agreement for Postponed Installation.

A. The parties agree that the Applicant may postpone compliance with the improvement provisions of Section 2-2-3(4) of the *Davis County Development Code* until such time as the County Commissioners shall, in their considered discretion, determine that the said improvements should be installed.

B. The Commission's decision shall take into consideration the general overall development of the area; however, it is expressly understood and agreed that the Commission may, at its discretion, order the required improvements to be made at any time.

2. Postponement of Installation.

A. Upon receipt of a written notice that the County Commission has made the determination that the above-described improvements are to be installed, the Applicant, or his successor in interest in the ownership of the above-described property, shall, within a reasonable time after receipt of the notice, install the said improvements at the Applicants own expense. In the alternative, at the option of the County, and in the event a special improvement district has been organized for the purpose of installing the said improvements, the Applicant shall pay Applicant's share of the costs of such improvements through the said special improvement district.

B. In the event the Applicant fails or refuses to install the said improvements within a reasonable time after

receipt of the notice of determination from the County, the County may cause the said improvements to be installed and the Applicant shall, within a reasonable amount of time, reimburse the County for all costs incurred by the County in installing the improvements. The lien described in Paragraph 5 of this agreement shall include the costs of installation incurred by the County.

3. Compliance with County Ordinances and Specifications.

A. The installation of said improvements shall be done in accordance with all applicable County Ordinances, codes, specifications, standards, and any administrative rules or regulations pertinent thereto, as of the time of installation.

B. 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.

4. Grant of Lien.

A. Applicant hereby gives and grants a lien to County on the real property described on Exhibit "A" to insure compliance with this agreement by Applicant.

B. For the purpose of giving 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 improvements are completed or the County is reimbursed for the costs of installation as hereinabove provided. Thereafter, the lien shall

be discharged by the County.

C. Applicant shall pay the expenses of recording and discharging the said lien.

5. 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 parties have executed this agreement in duplicate, each of which shall be deemed an original, this 16 day of October, 1996.

APPLICANT(S):

Melze Isom

Anne E. Isom

DAVIS COUNTY:

By *Gayle A. Stevenson*

Gayle A. Stevenson, Chairman
Board of County Commissioners

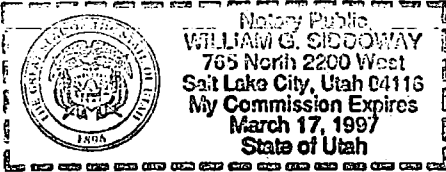
ATTEST:

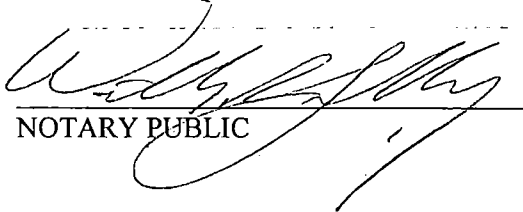
Margene Isom
Margene Isom
Davis County Clerk/Auditor

STATE OF UTAH)
)
COUNTY OF DAVIS)

E 1283504 B 205871582

On this 3 day of OCT, 1996, personally appeared before me that he HELGE NILSEN
executed the foregoing agreement.




NOTARY PUBLIC

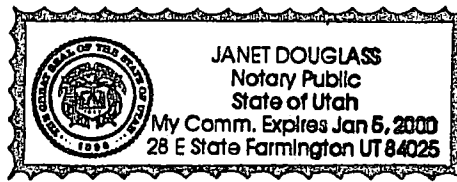
STATE OF UTAH)
)
COUNTY OF DAVIS)

~~E 1283504 P 2058 P 1583~~

On this 3 day of Oct., 1996, personally
appeared before me Anne E. Nilsen who duly acknowledged to
me that he executed the foregoing agreement.

Janet Douglass
NOTARY PUBLIC

improve.frm



08:060:00X0 0043

BEG AT A PT ON THE S LINE OF BURKE LANE AT A PT S 89^41'35" E 213.32 FT FR
THE NW COR OF LOT 12, BLK 27, BIG CREEK PLAT FARMINGTON TS; WH PT IS S
89^45'48" W 1369.01 FT ALG THE SEC LINE & N 0^20'03" W 1444.78 FT TO THE S LINE
OF BURKE LANE & S 89^41'35" E 213.32 FT FR THE SE COR OF SEC 14-T3N-R1W SLM
& RUN TH S 0^20'03" E 990.00 FT; TH S 89^41'35" E 213.33 FT; TH N 0^20'03" W 990.00
FT; TH N 89^41'35" W 213.33 FT TO THE POB. CONT. 4.85 ACRES.