

Return to → LAYTON CITY ENGINEERING AND BUILDING DEPT.
437 North Wasatch Drive
Layton, Utah 84041

NE-14-4N-1W
09-086-0053

"IMPROVEMENT AGREEMENT"

(LIEN FORM)

E# 851177 BK 1281 PG 11
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1989 MAR 6 9:00 AM FEE 9.00 DEP SWM
REC'D FOR LAYTON CITY

RETURNED

Tim A. and Kathy M. Clark

_____ of 1869 North Hy 89, County MAR - 6 1989

of Davis, State of Utah hereinafter referred to as applicant, and LAYTON CITY CORPORATION, a municipal corporation of the State of Utah, hereinafter referred to as the City, hereby agree as follows:

1. Preliminary. Applicant has applied for a building permit for an addition to or for the remodeling of an existing structure on property located at 1869 North Highway 89 more particularly described in Paragraph 2 hereof. There is now in force an ordinance of Layton City, known as Ordinance No. 62, which requires the installation of off-site improvements, included but not limited to curb, gutter, and sidewalk, adjacent to any property, where the same have not previously been installed, said improvements to be installed at such time as application is made for a building permit for any other improvement of such property.

2. Legal Description. Following is the legal description of the property to which this agreement pertains, to wit:

SEE LAST PAGE

3. Agreement for Postponed Installation. The parties agree that Applicant may postpone compliance with the said Ordinance No. 62 until such time as the City Council shall determine, in its considered discretion, that said improvements should be installed adjacent to Applicant's said property. The City Council shall not make such determination until at least seventy-five percent of the frontage between _____ frontage and _____ frontage shall have been developed for other than an agriculture use.

4. Postponed Installation. Upon receipt of notice that the City Council has made the determination referred to in Paragraph 3 hereof, Applicant or its successor in interest shall either proceed to install the said off-site improvements, or, at the option of the City, in the event a special improvement district is organized for the purpose of installing the said off-site improvements, will refrain from objecting either formally or otherwise to the making or installing of said off-site improvements through such

special improvement district.

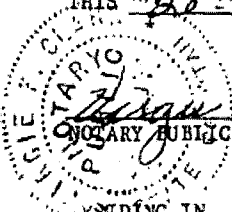
5. Compliance with City Ordinances and Specifications. It is agreed that the installation of the said off-site improvements shall be done in accordance with all applicable Layton City ordinances, specifications, and standards, and with any administrative rules or regulations pertinent thereto. All work shall be subject to the inspection of the Layton City Building Official, or his agent, and any question as to conformity with City 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. Lien to be Recorded. It is agreed that this Agreement shall be placed of record in the office of the Davis County Recorder, and shall be a lien against the property described in Paragraph 2 hereof. Upon satisfactory completion of the installation of said off-site improvements, the lien shall be discharged by the City. Applicant shall pay the expenses of recording and discharging the said lien.

7. Successors, Enforcement. This agreement shall 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 in duplicate, either of which may constitute an original, this 28 day of November, 1984.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF Nov, 1984.



Richard K. Clark
RESIDING IN Layton, Utah
MY COMMISSION EXPIRES 28 June 85

Jim A. Clark Sr.
Kathy M. Clark
APPLICANT

LAYTON CITY CORPORATION

By Richard G. McKenzie
RICHARD G. MCKENZIE, MAYOR

ATTEST:

Steven M. Ashby
STEVEN M. ASHBY, CITY RECORDER

INTERMOUNTAIN SURVEYING

1095 North Main

Layton, Utah 84041

544-1170

VAUGHN GOVINGTON

LOT 2

April 19, 1984

A part of the Northeast Quarter of Section 14, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point which is South 0°06'40" West 545.00 feet along the section line; West 0.41 feet, and South 1°29' West 92.33 feet from the Northeast corner of said Section 14 and running thence South 1°29' West 31.60 feet; thence South 73°10' West 95.51 feet; thence South 45° 20' West 96.00 feet; thence South 1°29' West 115.06 feet; thence North 89°40'20" West 204.54 feet; thence North 0°19'40" East 112.15 feet; thence North 69°49'24" East 283.67 feet; thence North 73°10' East 105.65 feet to the point of beginning.

Containing 0.862 Acres