

ENT 96876:2022 PG 1 of 4 ANDREA ALLEN UTAH COUNTY RECORDER 2022 Sep 01 1:06 pm FEE 0.00 BY TM RECORDED FOR UTAH COUNTY ATTORNEYS OFFIC

Agreement No. 2022-469(A)

PAYMENT AGREEMENT FOR DELINQUENT TAXES AND GRANTING OF LIEN

THIS AGREEMENT is made and entered into this 23rd day of May, 2022, by and between UTAH COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as "COUNTY" and Maxann Dahlstrom of 280 West 300 North, Payson, Utah, 84651, hereinafter collectively referred to as "APPLICANT."

WHEREAS, APPLICANT has petitioned the Board of County Commissioners of Utah County for a payment agreement to pay delinquent real property taxes, penalties and accrued interest currently due and owing on real property owned by the APPLICANT and located at 280 West 300 North, Payson, Utah County, Utah, Parcel Serial Number **08:092:0003**, more particularly described as follows:

COM. AT SW COR OF LOT 1, BLK 7, PLAT N, PAYSON CITY SURVEY; E 132 FT; N 136.12 FT; W 132 FT; S 136.12 FT TO BEG. AREA .33 OF AN ACRE.

according to the official records of the Utah County Recorder, hereinafter referred to as THE PROPERTY; and

WHEREAS, the Board of County Commissioners of Utah County has determined that it is in the best human interest and the interest of the County and State to enter into this payment agreement.

NOW, THEREFORE, APPLICANT and COUNTY hereby agree as follows:

1. The APPLICANT hereby acknowledges its obligation to pay the remaining delinquent real property taxes, penalties and interest in the sum of \$7,172.53 as of May 23, 2022,

plus costs, interest, and penalties, validly levied and assessed against THE PROPERTY by Utah County and owned by the APPLICANT.

- 2. COUNTY, having determined that it is in the best human interest and the interest of the County and State to enter into this payment agreement, and in consideration of APPLICANT'S compliance with the terms of this payment agreement, hereby defers collection of a portion of said taxes, penalties, and interest and/or foreclosure of any tax lien arising therefrom until March 1st, 2023.
- 3. The APPLICANT in consideration of the COUNTY deferring collection and enforcement of liens for delinquent real property taxes, penalties and interest on THE PROPERTY does hereby grant a lien to COUNTY on THE PROPERTY.
- 4. APPLICANT agrees to keep all taxes assessed and/or due after the effective date of this Agreement current, (including 2022 taxes which shall be timely paid) and to make payments, in cash, certified funds or online, on all delinquencies as follows: \$550 shall be paid on or before the date of this Agreement, and a like amount shall be paid on or before the 1st day of each month thereafter until the 1st day of March, 2023, when the entire remaining balance, together with accrued and accruing costs, interest and penalties, if not sooner paid, shall be due and payable; provided, however, that the full amount shall be immediately due and payable upon any sale or transfer of any interest in THE PROPERTY, unless sooner due as provided herein. If for any reason APPLICANT fails to make payments in strict accordance with the payment schedule set out in this Agreement, or otherwise fails to comply with this Agreement, the APPLICANT agrees that COUNTY may declare all delinquent taxes, penalties, costs and interest immediately due, owing and payable and either, at COUNTY'S option, recertify the

above-described property for final tax sale at the next tax sale next succeeding and sell it for all delinquent real property taxes, penalties and interest, including those described in this Agreement and such administrative fees as are authorized by statute, or judicially foreclose its tax lien pursuant to Utah Code Annotated, 1953 as amended, at COUNTY'S option. Interest shall continue to accrue on all delinquencies at the rate established under U.C.A. '59-2-1331, 1953 as amended. All payments shall be applied first to the most recent tax year.

DATED this <u>22 day of lune</u>, 2022.

BOARD OF COUNTY COMMISSIONERS

UTAH COUNTY, UTAH

THOMAS V SAKIEVICH, Chair

ATTEST: JOSH DANIELS County Clerk/Auditor

Deputy

APPROVED AS TO FORM AND LEGALITY:

DAVID O. LEAVITT

County Attorney

Deputy Utah County Attorney

APPLICANT

MAXANN Dahlstrom

ACKNOWLEDGMENT

STATE OF UTAH)		
COUNTY OF UTAH	ss.)		
I, a Notary Public, appeared before me, Magforegoing document.	hereby certify that o	n the $\underline{23}$ day of \underline{N} , who declared	that he/she/they signed the
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JEANNE BOWEN

NOTARY PUBLIC-STATE OF UTAH

COMMISSION# 710535

COMM. EXP. 03-06-2024