

PERRY CITY
RURAL ROAD/ ROAD IMPROVEMENT AGREEMENT

This agreement made and entered into by and between PERRY CITY, a municipal corporation organized pursuant to the laws of the State of Utah, hereinafter referred to as "Perry City" and the following landowner(s), to wit: _____

_____/ hereinafter referred to as "landowner(s)".

WHEREAS, the landowner's residential property (Address and Tax ID # _____) fronts an existing Perry City approved "Temporary Rural Road" or "Right of Use Road" or "City Street" (not improved according to Perry City Standards); and

WHEREAS, landowner(s) will install certain improvements within the portion of _____ Street that their property fronts at their own expense at such time as determined by Perry City;

WHEREAS, Perry City is willing to allow the landowner(s) to put a new dwelling structure on the property or subdivide the property, at this time, in exchange for an agreement by the landowner(s) to install the necessary improvements to the street when Perry City determines they need to be installed.

NOW THEREFORE, the parties agree one with another as follows:

1. Curb, gutter, sidewalk, asphalt paving and associated improvements shall be paid for by the landowner(s), approved by Perry City, meet Perry City's requirements and specifications and be installed by a contractor selected by Perry City at such time as the Perry City Council declares that an "Urban Street" be constructed in place of the "Temporary Rural Road" or "Right of Use Road" or "City Street" (not improved according to Perry City standards).

2. Thirty (30) feet of frontage shall be set aside for road purposes and dedicated to Perry City at such time that a dedication plat is prepared for recording.
3. All proposed secondary improvements such as culverts, landscaping, asphalt, etc. placed within the dedicated area of the street by the landowner(s) prior to a declaration by the Perry City Council to construct an "Urban Street" shall be approved by Perry City.
4. Culverts shall be placed for driveways in the road side according to Perry City Standard "Rural Road" drawings as a condition of issuance of a Building Permit.
5. Any materials, such as asphalt, placed over driveway culverts as a temporary driveway from the street paving to the landowner's property line shall be removed and legally disposed of, within an approved time frame, at the landowner's expense, upon declaration by the City Council to construct an "Urban Street".
6. Any slope or grade change that may have occurred with time or because of culvert placement or the temporary driveway will be changed or corrected, within an approved time frame, at the landowner's expense upon declaration by the City Council to construct an "Urban Street".
7. Grass or small shrubs may be planted within the dedicated area of the "Rural Road" on the landowner's side of the road between the drainage and the property line as long as the lateral or longitudinal grade of the road is not changed in any way and with the condition that the landowner(s) shall remove these items and dispose of them legally at his own expense upon demand by Perry City at such time as there is a declaration by the City Council to construct an "Urban Street".
8. At such time as the Perry City Council declares that the

street shall be improved to Perry City Standards and be constructed as an "Urban Street", the landowner(s) hereby relinquishes his right to oppose such improvements.

- 9. If the landowner(s) should sell all or a portion of this parcel of property before the "Urban Street" is completed, the conditions of this agreement shall be incorporated with the deed and run with the land.

Dated this _____ Day of _____, _____.

PERRY CITY

BY _____ Mayor

LANDOWNER(S)

STATE OF UTAH }ss
COUNTY OF BOX ELDER

On the _____ Day of _____, _____,
personally did appear before me _____

the signers of the above instrument, who duly acknowledged to me that they executed the same.

Notary Public

Residing at: _____

My Commission Expires: _____