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KELLY A. SILVESTER  
DAVIS COUNTY, UTAH RECORDER  
4/24/2025 2:19 PM  
FEE 0.00 Pgs: 6  
DEP AJH REC'D FOR CENTERVILLE  
CITY

**WHEN RECORDED, RETURN TO:**

Centerville City Recorder  
250 North Main Street  
Centerville, Utah 84014

**RETURNED**

**APR 24 2025**

Affects Parcel No.: 06-010-0010

NKA 06-010-0027 & 0028

**SIDEWALK DEFERRAL AGREEMENT  
OBLIGATION FOR FUTURE CONSTRUCTION OF IMPROVEMENTS**

**(1175 West 500 North)**

**THIS AGREEMENT** ("Agreement") is made and entered into this 18<sup>th</sup> day of March, 2025, by and between **CENTERVILLE CITY**, a municipal corporation, whose address is 250 North Main Street, Centerville, Utah, 84014 (hereinafter referred to as "City"), and **1175 WEST, LLC**, a limited liability company, whose address is 310 South Main Street, Bountiful, Utah 84010 (hereinafter referred to as "Owner").

**RECITALS:**

**WHEREAS**, Owner has applied for land use approvals to develop commercial property located at approximately 1175 West 500 North, Centerville, Utah, which property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and

**WHEREAS**, the frontage of the Property does not have sidewalk improvements as required by City Ordinances generally require the installation of public improvements along streets fronting property to be subdivided or developed; and

**WHEREAS**, the City is willing to grant Owner a deferral of the obligation to install public sidewalks along the Property's street frontage on 1250 West and 500 North in exchange for Owner's promise to pay for and install such Sidewalk Improvements in the future as more particularly provided in and subject to the terms and conditions set forth in this Agreement;

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

**1. Installation of Improvements.** The City hereby grants Owner a temporary deferral of the obligation to install public improvements required for development of the Property to include the deferral of the installation of public sidewalks and parkstrip improvements along the Property's entire street frontage along 1250 West and 500 North, Centerville City, Davis

County, Utah ("Sidewalk Improvements"). Such deferral is granted until such time: (1) the City provides written request and demand to the Owner to install the Sidewalk Improvements; or (2) written notice of the City's intent to proceed with the installation of the Sidewalk Improvements and to charge the Owner for such costs associated with installation of the Sidewalk Improvements. If the City requests the Owner to install the Sidewalk Improvements, Owner shall have 180 days from the date of written request and demand from the City to install the improvements. If the City decides to install the improvements and to charge the Owner for the costs associated with installation, the City may proceed with installing such improvements within 30 days from the date of written notice and Owner shall be required to pay the City the actual cost of installing the Sidewalk Improvements within 180 days from the date of written notice. Owner, or Owner's successor in interest as Owner of the Property, hereby agrees to install the Sidewalk Improvements required for the Property at its sole cost and expense upon written request and demand by the City or to pay the City the amount due and owing for the City to install or have installed the Sidewalk Improvements, as directed by the City and provided herein. It is expressly understood and agreed that the City is granting this temporary extension of time to install the Sidewalk Improvements to Owner conditioned upon and subject to the promised future performance by Owner to install the Sidewalk Improvements or to pay the City to install the Sidewalk Improvements as more particularly provided in this Agreement.

**2. Installation of Sidewalk Improvements.** If the Sidewalk Improvements are installed by the Owner, Owner's authorized agents, representatives, or contractors, shall install the Sidewalk Improvements in strict accordance with all applicable City standards, specifications, ordinances, rules, and regulations regarding sidewalks, parkstrips, landscaping, and public improvements, including compliance with all permit requirements for work within the public right-of-way, which are in effect at the time the Sidewalk Improvements are installed. The Sidewalk Improvements shall be installed in accordance with the City standard street cross section in effect at the time the Sidewalk Improvements are installed. It is expressly acknowledged by Owner that in order to install the Sidewalk Improvements described herein, certain improvements and work may have to be done on Owner's Property to accommodate the installation of the Sidewalk Improvements. Owner's obligation to install the Sidewalk Improvements or to pay for such improvements installed by the City shall include any and all work within the public right-of-way as well as on Owner's Property necessary to install the Sidewalk Improvements, such as grading, retaining walls, landscaping, irrigation or utility line removal or relocation, etc. No vertical landscaping or structures, such as bushes, trees, fences, retaining walls, or retaining slopes, shall be allowed in the public right-of-way or within the area eight feet back of curb and cutter, whichever is greater.

**3. Failure to Install.** If, for any reason, Owner does not install and complete the Sidewalk Improvements or pay the City the amount due and owing for the City to install the Sidewalk Improvements within 180 days after having been requested in writing by City to do so, the City is hereby authorized to install and complete the Sidewalk Improvements at the sole expense of the Owner at that time and to charge the Owner and/or the Property with the cost of said installation and completion. The costs incurred by the City to install and complete the Sidewalk Improvements shall be an obligation of the Owner and shall be promptly paid by the Owner. Upon the failure of Owner to do so, these costs shall become a charge on the Property described herein and shall be a continuing lien upon the Property, together with interest thereon at ten percent (10%) per annum, and all costs and reasonable attorney's fees incurred by the City. The City may commence an action against the Owner to collect the foregoing charges and to foreclose the lien against the Property. Upon foreclosure of the lien provided herein by the City, should any deficiency remain, Owner shall remain liable for payment of the deficiency.

**4. Fee Title Owner.** Owner hereby represents and warrants that Owner owns fee title interest to the Property and further hereby confesses judgment for Owner, Owner's heirs, representatives, successors in interest, future owners, and assigns for the total of any and all amounts expended by City for the installation and completion of the Sidewalk Improvements and any expenses related thereto.

**5. Covenants to Run with the Land.** The foregoing covenants in each and every particular are and shall be construed as real covenants and shall run with the land, and the same are hereby made binding upon the heirs, representative, devisees, assigns, future owners and successors in interest of the parties hereto.

**6. Default.** The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

**7. Amendments.** Any amendment, modification, termination, or rescission (other than by operation of law) which affects this Agreement shall be made in writing, signed by the parties, and attached hereto.

**8. Successors.** This Agreement shall be binding upon and inure to the benefit of the legal representatives, subsequent owners, successors and assigns of the parties hereto.

**9. Notices.** Any notice required or desired to be given hereunder shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

**10. Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

**11. Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

**12. Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

**13. Captions.** The captions preceding the paragraphs of this Agreement are for convenience only, and shall not affect the interpretation of any provision herein.

**14. Integration.** This Agreement, together with its exhibits, contains the entire and integrated agreement of the parties regarding the deferral and installation of the Sidewalk Improvements as of the date hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

**15. Other Security.** This Agreement does not alter the obligation of Developer to provide security in acceptable form under applicable ordinances or rules of the City or any other governmental entity having jurisdiction over Developer.

**16. Exhibits.** Any exhibit(s) to this Agreement are incorporated herein by this reference.

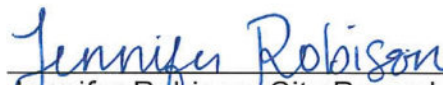
**17. Recording.** This Agreement shall be recorded with the Davis County Recorder's office for all parcels or lots within the Property as notice of the required Sidewalk Improvements.

**IN WITNESS WHEREOF,** the parties have executed this Agreement the day and year first hereinabove written.

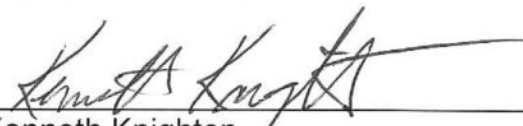
**"CENTERVILLE CITY"**

  
\_\_\_\_\_  
Mayor Clark Wilkinson

ATTEST:

  
\_\_\_\_\_  
Jennifer Robison, City Recorder

**"OWNER"**  
**1175 West 500 North**

  
\_\_\_\_\_  
Kenneth Knighton

### CITY ACKNOWLEDGMENT

STATE OF UTAH           )  
                                      :ss.  
COUNTY OF DAVIS       )

On the 18<sup>th</sup> day of March, 2025, personally appeared before me, **CLARK WILKINSON**, who being duly sworn, did say that he is the Mayor of Centerville City, a municipal corporation, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Clark Wilkinson acknowledged to me that said municipal corporation executed the same.



Jennifer Hansen  
Notary Public

My Commission Expires

May 27, 2025

Residing at:

Davis County

### 1175 WEST, LLC ACKNOWLEDGMENT

STATE OF UTAH           )  
                                      :ss.  
COUNTY OF DAVIS       )

On the 12<sup>th</sup> day of March, 2025, personally appeared before me **KENNETH KNIGHTON**, an individual, who being duly sworn, did say that he is the Member/Manager of 1175 West, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of the company.

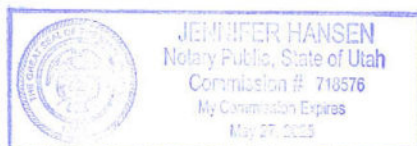
Jennifer Hansen  
Notary Public

My Commission Expires

May 27, 2025

Residing at:

Davis County



## **EXHIBIT "A"**

### **Legal Description of Property**

The land referred to herein is situated in the County of Davis, State of UT, and is described as follows:

Lot 10, SPORT SALES PLAZA, according to the official plat thereof on file and of record in the Davis County recorder's Office.

Said property is also known by the street address of:  
1175 West 500 North, Centerville, UT 84014