

1985 OCT 20 AM 9:40

CAROL DEAN PAGE
DAVIS COUNTY RECORDER

DEPUTY FEE 6.00

11W-27-5N-2W

RETURNED
OCT 20 1985

This agreement entered into this 27th day of August, 1985, by and between BRICE B. AND COLLEEN E. ARCHER, of CLINTON, County of DAVIS, State of Utah, hereinafter referred to as applicant, and the City of Clinton, a municipal corporation of the State of Utah, hereinafter referred to as the city.

Recitals

a. Applicant has applied for a building permit permitting him to construct a building upon land located at 2118 North 2000 West, more particularly described in Clause 1 hereof.

b. Section 6-6-1 of the Clinton City Code requires the installation of off-site improvements including, but not limited to, curb, gutter, and sidewalk on streets adjacent to any property where said off-site improvements have not previously been installed simultaneously with the construction or remodeling sought to be made upon real property by an owner or applicant. Said off-site improvements must be made whenever the cost of the lot improvements sought to be made equal or exceed three thousand dollars (\$3,000.00).

c. It is the purpose of this agreement to permit the applicant to delay the making of the off-site improvements subject to his later accord with the development of a special improvement district to make said off-site improvements in the area in which the real property lies.

Now therefore, in consideration of the promises herein set forth, the parties agree as follows:

1. Postponement of Off-Site Improvements. It is agreed that the applicant may postpone compliance with the requirements of the Clinton City Code with reference to the making of off-site improvements upon the real property which is the subject of this agreement until such time as the City Council shall determine at its discretion that said improvements should be installed on the streets adjacent to the applicant's property.

2. Legal Description of Property. This agreement shall be applicable to the following property situated within Clinton City, Davis County, Utah.

Beginning 16.65 rods North of the Southwest Corner of the Northwest $\frac{1}{4}$ of the NW $\frac{1}{4}$ Section 27, Township 5 North Range 2 West, Salt Lake Meridian; Thence North 8 rods; thence East 20 rods; thence South 8 rods; thence West 20 rods to the point of beginning.

14-001-0012

3. Agreement to Install. Upon receipt of notice that the City Council has made the determination referred to in paragraph 1 hereof, applicant or his successor in interest shall either proceed to install the said off-site improvements within the times specified by the City Council, or in the event a special improvement district is organized for the purpose of making off-site improvements within the vicinity, the applicant will refrain from objecting either formally or otherwise to the creation of said improvement district or to the making or installing of said off-site improvements.

4. Compliance with City Ordinances and Specifications. It is agreed that the installation of the off-site improvements shall be done in accordance with all applicable Clinton City ordinances, specifications and standards. All work shall be subject to inspection by the Clinton City Building Inspector or his agent.

The undersigned developers, owners, or subsequent owners, or **405**
developers, also agree to deed the necessary street right-of-way for curb,
gutter and sidewalk to Clinton City Corporation, at no cost to the city
at the time the city requires the installation of the above-mentioned
improvements.

5. Agreement to be Recorded. It is agreed that this agreement
shall be filed in the office of the County Recorder of Davis County and
shall constitute an encumbrance against the property subject thereto. Upon
satisfactory completion of the installation of the off-site improvements,
the encumbrance shall be discharged of record by the city. Applicant shall
pay the expenses of recording and discharging of the obligation.

6. Successors - Enforcement. This agreement shall be binding
upon 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 caused this agreement to
be executed in duplicate this 27th day of August, 1986.

Colleen E. Archer

Brian B. Archer
APPLICANT

CLINTON CITY CORPORATION

By: [Signature]

ATTEST:

James E. Smith
City Recorder

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the 27th day of August, 1986, personally
appeared before me Colleen E. and Brian B. Archer, the signer
of the within instrument, who duly acknowledged to me that he executed
the same.

Jeanette P. Wood
Notary Public
Residing in: Clinton, Utah

