

IMPROVEMENT AGREEMENT

NE-27-SN-2W

This agreement entered into this 14 day of September, 1988, by and between Steven Wallace and Vera R. Wallace 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.

RETURNED
DEC 21 1988

Recitals

a. Applicant has applied for a building permit permitting him to construct a building upon land located at 1352 West 1800 North, 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.

A part of the Southwest quarter of the northeast quarter of section 27, Township 5 North, Range 2 West, Salt Lake Meridian, U.S. Survey: Beginning at a point on the north line of 1800 North Street, at a point which is 818 feet east and 42 feet north from the center of said section 27, and running thence north 153, thence east 98 feet, thence south 153 feet, thence west 98 feet to the point of beginning.

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3. Agreement to Install. Upon receipt of notice that the city council has made the determination referred to in paragraph 1 hereof, applicant or its 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 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 14th day of September, 1988.

x Steve Wallace

x Theresa B. Wallace
APPLICANT

CLINTON CITY CORPORATION

By: [Signature]

ATTEST:

[Signature]
City Recorder

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the 14th day of September, 1988, personally appeared before me Steve Wallace + Theresa B. Wallace, 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

