

78-27-57-24

This agreement entered into this 13th day of May,
1985, by and between Wayne L. Wallace, of
Riverdale, County of Weber, 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
1372 West 1800 North, more particularly described in
Clause 1 hereof.

b. Section 6-6 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.

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 October 31,
1985.

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

Beginning at a point 661.18 feet East and 42 feet North of the Southwest
corner of the Northeast $\frac{1}{4}$ of Section 27; Township 5 North, Range 2 West,
USM: Thence North 111 feet; thence East 90 feet; thence South 111 feet;
thence West 90 feet to the point of beginning.

14-002.0024

3. 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.

4. 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 13th day of May, 1985

Wayne L. Walker
APPLICANT

CLINTON CITY CORPORATION

By: Deann Smith

ATTEST:

Nolan K. Young
City Recorder

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the 13th day of May, 1985, personally appeared before me Wayne L. Walker, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Jennifer P. Wood
Notary Public
Residing in: Clinton