



"W2640631"

Upon recording, please mail to:
Harrisville City
363 W. Independence Blvd.
Harrisville, UT 84404

EH 2640631 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
14-JUN-13 844 AM FEE \$1.00 DEP SGC
REC FOR: HARRISVILLE CITY

DEFERRAL REQUIRED IMPROVEMENTS AND COVENANT TO RUN WITH THE LAND AGREEMENT

Jack D. Wahlen, of Wahlen Acres, LLC, registered agent/manager/ property owner of the hereinafter described real property in Harrisville City, Weber County, Utah, grant unto Harrisville City, Utah, a municipal corporation of the State of Utah or any future annexing municipality, a covenant to run and attach to the following described real property: Land Serial Number 11-033-0073 (see Exhibit A attached)

PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN U S SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 8, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY, RUNNING THENCE 3 COURSES ALONG SAID BOUNDARY LINE AGREEMENT (E# 2174442) SOUTH 00D19'10" WEST 33.00 FEET, THENCE SOUTH 01D08'51" WEST 331.98 FEET, THENCE ALONG AN EXISTING FENCE LINE SOUTH 01D44'24" WEST 280.85 FEET, THENCE SOUTH 72D45' WEST 365.40 FEET, THENCE NORTH 24D WEST 591.53 FEET, THENCE NORTH 3D10' WEST 84 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF A 1 ACRE PARCEL OWNED BY RUSSELL S & MICHELLE M WAHLEN, THENCE EASTERLY ALONG SAID SOUTH BORDER OF SAID WAHLEN PROPERTY (NORTH 88D39'35" EAST) 389 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID WAHLEN PROPERTY, THENCE NORTHERLY ALONG SAID EASTERLY BORDER OF SAID WAHLEN PROPERTY (NORTH 1D20'37" WEST) 112.02 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID WAHLEN PROPERTY, THENCE WESTERLY ALONG SAID NORTHERLY BORDER OF SAID WAHLEN PROPERTY (SOUTH 88D39'23" WEST) 388.84 MORE OR LESS, TO THE NORTHWEST CORNER OF SAID WAHLEN PROPERTY THENCE NORTH 1D20'37" WEST, MORE OR LESS, TO THE SECTION LINE, THENCE NORTH 89D58'47" EAST 612.436 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

In consideration for Harrisville City, a municipal corporation of the State of Utah, allowing the above owners to improve and develop the forgoing property without installing the required public improvements at this time required by the Municipal Code, the property owners agree to construct, at their expense, the deferred improvements within 60 days of any request from Harrisville City. Deferred improvements shall include all applicable improvements including but not limited to: sewer, storm drain, utilities, curb, gutter, sidewalk, and final full-sized and improved asphalt cul-de-sac or public road as the case may be. All improvement shall be completed in accordance with the Public Works Standards and Technical Specification adopted by Harrisville City at the time such improvements are made.

In exchange for, property owner may use frontage along the temporary cul-de-sac deeded to the city to provide for the necessary frontage for the development of one (1) residential lot. Further, property owners hereby hold harmless Harrisville City, it's officers, employees, agents, successors, or assignees from any and all liability that may result from property owners development of property. This agreement also serves as a covenant to run with the land and is binding on property owners, their heirs, subsequent purchasers, successors, and assignees until the installation of the required improvements to the current public works standards have been made to the satisfaction of Harrisville City. Furthermore, it is hereby agreed and understood Harrisville City will provide NO maintenance for the temporary cul-de-sac whatsoever, including but not limited to asphalt, grading, snow removal, or similar services on cul-de-sac identified in Exhibit B attached hereto and that Harrisville City is held harmless for the same.

