

AGREEMENT

Deferring Public Improvements

DOUG GROTT
WEBER COUNTY ENGINEER

DEPUTY

MAY 13 11 43 AM '88

FILED AND RECORDED FOR

PLATTED
ENTERED

VERIFIED
 MICROFILMED

no fee
1046325

Welder County Planning

I (We), The Mountain States Telephone and Telegraph Co.

Owner(s) of the hereinafter described real property in Weber County, Utah grant unto Weber County, Utah a body politic of the State of Utah or any future annexing municipality, a covenant to run and attach to the following described real property:

08-051-0139 ✓

Begin on the Westerly line of Midland Drive at a point which is N 89°25'05" W 885.039 Feet along the section line and S 38°35'55" W 302.468 feet along said westerly line from the North East corner of Section 10 T5N, R2W, S.L.B. & M. (Weber County bearing base dated May 4, 1984 and approved February 4, 1987) and running thence S 38°35'55" W 75.000 feet thence N 89°25'05" W 161.200 feet thence N 0°34'55" E 59.087 feet thence S 89°25'05" E 207.392 feet to the P.O.B. Contains 0.250 acres (10890 square feet)

In consideration for Weber County, a body politic of the State of Utah, or any future annexing municipality allowing the above owner(s) to improve and develop this property without constructing certain improvements at this time, the property owner(s) agree to:

1. Construct the deferred improvements within 60 days of a request from the Weber County Engineer or engineer of any future annexing municipality at the property owner's own expense. Such improvements shall include, but not be limited to:

- Curb and gutter, 75 feet on Midland Dr. Street(s).
- Sidewalk, 75 feet on Midland Dr. Street(s).
- Pavement, 75 feet on Midland Dr. Street(s).
- Other, _____

All is required by Weber County to County or any future annexing municipality Standards as outlined in the Weber County or annexing municipality Public Works Standards and Technical Specification Manual.

2. In the event action is being taken to create a special improvement district to install any of the deferred improvements abutting said property, the owner(s) agree not to protest (his or their) full participation in such an improvement district.

3. In the event that installation of the required improvements has not been completed to Weber County's or future annexing municipalities satisfaction within the required time period after notice to the owner to make such installations, the owner(s) of the above described real property does hereby give and grant to Weber County or future annexing municipality, a LIEN on said lands to secure performance of the covenant and agreement herein before and specified and to secure the installation of said improvements, together with the payment of all costs which Weber County or future municipality may incur in enforcing the provisions of this Agreement.

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DATED this 27 day of April, 1988.

AT S.L.C., Utah.

Kent J. Henderson

State of Utah)
 SS.
County of)

On the 27 day of April A.D.

1988, personally appeared before me Kent J. Henderson, the
signer of the within instrument, who duly acknowledged to me that
he/she executed the same.

Wallace A. Nelson
(Notary Public)

Residing at Laurel, Utah

My Commission Expires: 9-28-90
(Notary Seal)

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