

**DEFERRING PUBLIC IMPROVEMENTS
AGREEMENT**

PLATED
 ENTERED
 VERIFIED
 MICROFILMED
E0 1261368 BK 1692 PG 1691
 DOUG CROFTS, WEBER COUNTY RECORDER
 03-DEC-93 4:11 PM FEE 8.00 DEP MH
 REC FOR: WEBER COUNTY

15-037-006310264

I (We), DONNA S. MINOR and LEE L. MINOR
 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:

T. U. N. & D. SUBDIVISION
LOTS 1 AND 2

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
 required public improvements at this time, the property owner(s) agree to:

1. Construct the deferred improvements within 60 days of the 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,	<u>422.19</u> 224.60	feet on	<u>700 S. #</u> <u>1900 W.</u>	Street(s).
Sidewalk,	<u>422.19</u> 224.60	feet on	<u>700 S. #</u> <u>1900 W.</u>	Street(s).
Pavement,	<u>422.19</u> 224.60	feet on	<u>700 S. #</u> <u>1900 W.</u>	Street(s).
Other,	_____			

E# 1261368 BK1692 PG1692

All as 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 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 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.

DATED this 2nd day of December, 1993

AT Ogden, Utah.

Lee L. Miner
Donna S. Miner

State of Utah)
 ss:
County of Weber)

On the 2nd day of December, 1993 appeared before me the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.



Craig Claude Barker
Notary Public
Residing at: