

**DEFERRING PUBLIC IMPROVEMENTS
AGREEMENT**

E# 1326665 BK1742 PG929
DOUG CROFTS, WEBER COUNTY RECORDER
27-DEC-94 128 PM FEE \$.00 DEP LF
REC FOR: WEBER.COUNTY.PLANNING

I (We), William J Ross and Roger L Ross
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:

See Attachment "A"

PLATTED VERIFIED
ENTERED MICROFILMED

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>203'-0"</u>	feet on	<u>3300 S. Millard</u> Street(s).
Sidewalk,	<u>203'-0"</u>	feet on	<u>3300 S. Millard</u> Street(s).
Pavement,	_____	feet on	_____ Street(s).
Other,	_____		_____

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.

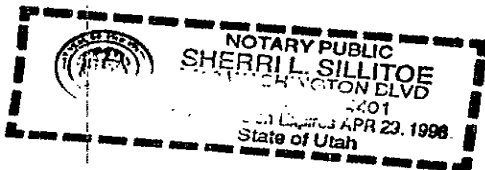
DATED this 27th day of December, 1994.
AT Weber County, Utah.

Utah & Ron

State of Utah)
) ss:
County of Weber)

On the 27th day of December, 1994 appeared before me the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Sherrie L. Sillitoe
Notary Public
Residing at: Weber County, Utah



E# 1326665 BK1742 PG930

PROPERTY DESCRIPTION

Serial No. 15-102-0033

As of 18-MAY-83 Change Year and Code 83,ORIG Acres .49

Nbr.	Description
11	PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH,
12	RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY;
13	BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST RIGHT OF
14	WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD AND THE
15	NORTH RIGHT OF WAY LINE OF 3300 SOUTH STREET (STATE HIGHWAY
16	#37, F.A.S. PROJECT NO. 2) BEING NORTH 177.19 FEET AND EAST
17	103.09 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 36 AND
18	RUNNING THENCE NORTH 33058' EAST 294.10 FEET ALONG SAID EAST
19	RAILROAD RIGHT OF WAY; THENCE SOUTH 9041' EAST 212.90 FEET TO
20	THE SAID NORTH STREET RIGHT OF WAY; THENCE SOUTH 80019' WEST
21	203.00 FEET ALONG SAID STREET RIGHT OF WAY TO THE POINT OF
22	BEGINNING.

1326665 BK1742 6931

Attachment "A"