



W2150333

EH 2150333 PG 1 OF 1
DOUG CROFTS, WEBER COUNTY RECORDER
22-DEC-05 3:33 PM FEE \$1.00 DEP JPM
REC FOR: MARRITT-SLATERVILLE CITY

**COVENANT AND AGREEMENT DEFERRING
PUBLIC IMPROVEMENTS TO RUN WITH THE LAND**

I Brad Hart on behalf of B+R Development owner of the hereinafter described real property in Marriott-Slaterville City, Weber County, Utah, grant unto Marriott-Slaterville City, Utah, a municipal corporation of the State of Utah, or its successor a covenant to run with the land and attached as a binding covenant on all heirs, successors, or assigns of the following described real property:

ALL OF LOTS 1-R through 30-R OF THE SPENCER FARMS SUBDIVISION, MARRIOTT-SLATERVILLE CITY, WEBER COUNTY, UTAH. 15-404-0001-0013 & 15-405-0001-0017

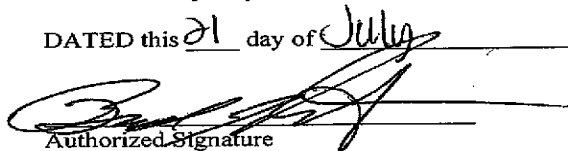
In consideration for Marriott-Slaterville City, a municipal corporation of the State of Utah, allowing the above owner(s) to improve and develop this property without constructing certain required public improvements at this time, the property owner(s) agree to:

1. Construct, at the own expense of the property owner(s), the deferred improvements within 60 days of the "Request for Improvements" from the Marriott-Slaterville City Engineer. Such improvements shall be performed in any combination, in whole or part, including but not be limited to:
 - a. Curb and gutter along the frontage of each lot lacking the same within the subdivision.
 - b. Sidewalk along the frontage of each lot lacking the same within the subdivision.
 - c. Minimum 15" RCP storm drainage pipe along the frontage of each lot lacking the same within the subdivision.

All improvements are to be constructed in accordance with the most current Marriott-Slaterville City ordinances and standards as outlined in the municipal code and public works standards and technical specifications in existence at the time the City Engineer makes the Request for Improvements.

2. In the event action is taken to create a special improvement or special maintenance district to install any of the deferred improvements abutting said property, the owner(s) agree not to protest (his or their) full participation in any such district.
3. In the event that installation of the required improvements has not been completed to Marriott-Slaterville City's 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 Marriott-Slaterville City, 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 Marriott-Slaterville City may incur in enforcing the provisions of this Agreement.

DATED this 21 day of July, 2005.


Authorized Signature

ACKNOWLEDGMENT

State of Utah)
) ss:
County of Weber)

On the 21 day of July, 2005, personally appeared before me Brad Hart, duly sworn, and the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Natalie Ryan
Notary Public
Residing at: 6109 Woodland Dr

