



W2331826

DEFERRING PUBLIC IMPROVEMENTS AGREEMENT

E# 2331826 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
01-APR-08 1107 AM FEE \$.00 DEP LF
REC FOR: WEBER COUNTY PLANNING

I (We) Ben Cheney and _____ 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:

LOT 1 OF CHENEY'S SUBDIVISION

21-116-0001

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>818.00 ft</u>	feet on <u>Hwy 39</u> Street(s).
Sidewalk,	<u>818.00 ft</u>	feet on <u>Hwy 39</u> Street(s).
Pavement,	<u>818.00 ft</u>	feet on <u>Hwy 39</u> Street(s).
Asphalt and road base,	<u>2180.00 yards</u>	feet on <u>Hwy 39</u> Street(s).

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.

