

3-25-2008



W2334248

EN 2334248 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
11-APR-08 400 PM FEE \$.00 DEP JPM
REC FOR: WEBER COUNTY PLANNING

**DEFERRING PUBLIC IMPROVEMENTS
AGREEMENT**

I (We), POWDER CANNON, LLC, _____, 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:

22-279-0001 to 0021

*Powder Canyon Condominium project, Phase I
Condominium Plat Bldgs. I and II*

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, 370 feet on POWDER CANYON DRIVE (SR-150) Street(s).
Sidewalk, 370 feet on II Street(s).
Asphalt 596 sq yds feet on II Street(s).

Other Sub-base : Road Base as required

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 19 day of March, 2008

AT Eden, Utah.

[Signature]

State of Utah)
) ss:
County of Weber)

On the 19 day of March, 2008 appeared before me the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Cynthia Boccia
Notary Public
Residing at: Eden, UT

