

PLATTED
ENTERED

MEMPHO
 INCORPORATED

1039961

no fee
AGREEMENT

WEBER COUNTY
DEPUTY CLERK
MAY 11 2 46 PM '88
Shirley Shaver

Deferring Public Improvements FILED AND RECORDED FOR

Weber County

I (we), PAUL PAULSEN and JOHN S. PAULSEN

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:

10-101-0023 ✓
PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD AND THE NORTH RIGHT OF WAY LINE OF 3300 SOUTH STREET (STATE HIGHWAY #37, F.A.S. PROJECT NO. 2) BEING NORTH 177.19 FEET AND EAST 103.89 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 36 AND RUNNING THENCE NORTH 33D56' EAST 294.10 FEET ALONG SAID EAST RAILROAD RIGHT OF WAY; THENCE SOUTH 9D41' EAST 212.80 FEET TO THE SAID NORTH STREET RIGHT OF WAY; THENCE SOUTH 20D19' WEST 203.00 FEET ALONG SAID STREET RIGHT OF WAY TO THE POINT OF BEGINNING.

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

1. Construct the deferred improvements up and within ^{6 months} of a 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, 203 feet on 3300 S Street(s).
- Sidewalk, _____ feet on _____ Street(s).
- Pavement, _____ feet on _____ Street(s).
- Other, _____.

All improvements are 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 being 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 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.

BOOK 1535 PAGE 1251

Agreement, Deferring Public Improvements

Page Two

Dated this 1 day of MARCH, 1988.

AT _____, Utah.

[Signature]

[Signature]

State of Utah)
) ss.
County of)

On the 1 day of March A.D. 1988

personally appeared before me _____ the signer of
the within instrument, who duly acknowledged to me that he executed the same.

[Signature]

(Notary Public)
Residing at Hope, Utah
My Commission Expires July 1988
(Notary Seal)

BOOK 1535 PAGE 1252