

DEFERRING PUBLIC IMPROVEMENTS  
AGREEMENT

I (We), DOUGLAS D. McCLURG and JOLANIE H. McCLURG  
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:

- McCLURG SUB. LOT 1

7-22-93-0029 JH  
E# 1237371 BK1672 PG1936  
DOUG CROFTS, WEBER COUNTY RECORDER  
20-JUL-93 1207 PM FEE \$0.00 DEP MH  
REC FOR: WEBER COUNTY PLANNING

PLANTED TO  
X

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,	_____	feet on _____	Street(s).
Sidewalk,	_____	feet on _____	Street(s).
Pavement,	<u>485.61</u>	feet on <u>1/2 WIDTH OF</u> <u>8600 F.</u>	Street(s).
Other,	_____		

FORM 330-5 (11/81)

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 15<sup>th</sup> day of June, 1983.

AT Ogden, Utah.

*[Handwritten signatures]*

State of Utah )  
 ) ss:  
 County of Weber )

On the 15<sup>th</sup> day of June, 1983 appeared before me the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

*[Handwritten signature]*  
 Notary Public  
 Residing at:

