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Return to 1 16/4
SOUTH WEBER CITY
1600 East - South Weber Dr.
South Weber, Utah 84405

RETURNED

JUL 10 1998

NE 33-5N-1W
pt 13-027-0003

E 1421469 B 2323 P 880
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 JUL 10 7:50 AM FEE 16.00 DEP REC
REC'D FOR SOUTH WEBER CITY

DEVELOPER'S AGREEMENT WITH CITY

We, the undersigned Curtis W & Suzanne J McNeill
of South Weber, County of Davis, State of Utah, hereinafter referred to as
Developer, and South Weber City Corporation, a municipal corporation of the
State of Utah located in Davis County, hereinafter referred to as the City,
hereby agree as follows:

1. PRELIMINARY. Developer has presented to the South Weber City
Planning Commission and the South Weber City Council a proposed final plat for
the subdivision of, and construction of improvements on, certain land in South
Weber to be known as Mitchells Cove Subdivision, As consideration for the
granting of said approval and acceptance, Developer has agreed and does now
agree to the provisions hereof and all other ordinances of South Weber City.

2. COMPLIANCE WITH SUBDIVISION STANDARDS. Developer agrees to
comply with all of the ordinances, rules, regulations, requirements and
standards of the City with respect to the construction and completion of said
subdivision and particularly for the dedication of the proposed Lester street
(extended) and a future collector road, shown on South Weber City's Master
Plan, hereinafter referred to as Collector. Subject to the
following conditions:

- A. Exact location of roads to be determined in accordance with master
plan by the city.
- B. Development Cost of collector development shall not be a lien to
the subdivision known as Lot 1, Mitchell's Cove. But shall
be a burden to any other future developments, amendments or
improvements thereto.
- C. Development Cost of Lester street (extended) shall be a lien as to
that portion which affects Mitchell's Cove Subdivision.

3. AGREEMENT. City Agrees to postpone requirement for road
dedications if Developer agrees as consideration for city issuing a building
permit subject to the following conditions:

- A. Upon written request Developer shall dedicate within 30 days
accordingly to the City said roads as located by the City
subject to the aforementioned conditions.
- B. Temporary exclusive easement to be given as shown on plat.
- C. Developer or their successors or assigns shall retain exclusive use
of said easements until the Dedication of such roads.

4. APPLICABILITY OF ORDINANCE. This agreement does not supercede,
but implements the South Weber City Subdivision Ordinance and all other
ordinances and regulations applicable to the subdivision of land and
construction of improvements thereon, and Developer agrees to comply in all
respects with the provisions of said ordinances. No provisions of this

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agreement shall limit the city in its rights or remedies under said subdivision ordinances or other applicable building ordinances.

5. SUCCESSORS ENFORCEMENT. The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed sale, bankruptcy or otherwise. In the event either party must take action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement this 11 day of June, 1998.

[Handwritten Signature]
Developer

[Handwritten Signature]
Mayor

SOUTH WEBER CITY

[Handwritten Signature]
By: Mayor

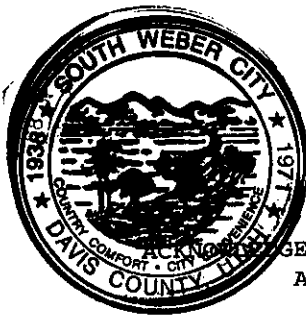
ATTEST:

[Handwritten Signature]
City Recorder



SOUTH WEBER PLANNING COMMISSION:

[Handwritten Signature]
Chairman



AGREEMENT OF DEVELOPER IF AN INDIVIDUAL ASSOCIATION OR PARTNERSHIP

STATE OF UTAH)
)
) :SS
COUNTY OF Garfield)

On The 11 Day of June, 1998 Personally appeared before me Curtis W Mitchell & Suzanne J Mitchell the signer(s) of the above instrument, was duly acknowledged to me that they executed the same on behalf of himself as an individual, ~~or an association or partnership. If for an association or partnership,~~ _____ acknowledges himself to be legally authorized to act on behalf of said association of partnership by executing the foregoing Developers agreement in his capacity as an associate or partner, as the case may be, with the authority of the association or partnership to sign said instrument.



Laurie Sorensen
Notary Public

Residing at: So. Weber, Utah

My Commission Expires:

10-15-99

ACKNOWLEDGEMENT OF DEVELOPER IF CORPORATION

On the _____ day of _____, 19____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, that the Developers Agreement was signed in behalf of said corporation by his signature under authority of a resolution of its Board of Directors, and said _____ acknowledged to me that said corporation executed the same.

Notary Public

Residing at: _____

My Commission Expires:

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DESCRIPTION FOR FUTURE COLLECTOR ROAD:

A PART OF THE NORTH QUARTER OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN;
BEGINNING AT A POINT SOUTH 89 DEGREES 49 MINUTES 53 SECONDS EAST 1335.80 FEET
AND SOUTH 00 DEGREES 10 MINUTES 05 SECONDS WEST 468.23 FEET FROM THE NORTH
QUARTER CORNER OF SAID SECTION 33 AND RUNNING THENCE NORTH 89 DEGREES 48
MINUTES 44 SECONDS EAST 359.03 FEET, THENCE SOUTH 0 DEGREES 10 MINUTES 05
SECONDS WEST 60.00 FEET, THENCE SOUTH 89 DEGREES 48 MINUTES 44 SECONDS WEST
359.41 FEET, THENCE NORTH 0 DEGREES 10 MINUTES 05 SECONDS EAST 60.00 FEET TO
THE POINT OF BEGINNING.