



\*W2428145\*

WHEN RECORDED MAIL TO:  
Marriott-Slaterville City  
1570 West 400 North  
Marriott-Slaterville, UT 84404

EN 2428145 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
05-AUG-09 901 AM FEE \$.00 DEF LF  
REC FOR: MARRIOTT SLATERVILLE CITY

**AGREEMENT FOR IRRIGATION EASEMENT AND DEFERRAL DEDICATION**

I, Devon M. Glenn, Manager of The Boyer Company, L.C., the Manager of Boyer Project Company, L.C., the Manager of Boyer GSA Warehouse, L.C., (hereafter "Owner") of the hereinafter described real property in Marriott-Slaterville City (hereafter "City"), Weber County, Utah, grant unto Marriott-Slaterville City, Utah, a municipal corporation of the State of Utah, and any successors, a covenant to run and attach to the following described real property (hereafter "Subdivision" or "Property"):

**ALL OF BOYER TWELFTH STREET SUBDIVISION**

In consideration for Marriott-Slaterville City, a municipal corporation of the State of Utah, allowing the above Owner to improve and develop this property without dedicating to the City certain required improvements at this time, the Parties agree to:

15-495-0001-0003


1. City agrees to defer dedication of the Subdivision secondary water system as provided herein.
2. Owner agrees to dedicate the secondary water system for the Subdivision and all related water shares equal to the duty value specified by the State Engineer for Weber County, unless stated otherwise in the municipal code at the time of dedication, until a future date after request from City and as provided herein.
3. City agrees to defer all secondary water impact fees.
4. Owner hereby grants to City and Marriott Irrigation Company an easement within the "public utility easement" as indicated on the dedication plat for the Subdivision for the maintenance of irrigation ditches, head gates, irrigation pipelines, and other secondary water facilities.
5. Owner consents to annexation into the Pioneer Special Service District, including consenting to the creation of any related special improvement or special maintenance district relating to the deferred dedication, and said Owner agrees not to protest full participation in any such district.
6. In the event that the City requests dedication of the secondary water system, Owner agrees to dedicate said system within 90 days of the request of the City. Parties agree to agree upon all of the details of said dedication if such dedication is requested by the City in the future.
7. City agrees that so long as the Subdivision, including all Lots therein, remain under the Ownership of the Owner that City will not request dedication under this Agreement.
8. Owner consents to recording of this Agreement in the Office of County Recorder.
9. This Agreement serves to secure performance and run as a covenant on the Subdivision.

DATED this 31st day of JULY, 2009.

Boyer GSA Warehouse, L.C., a Utah limited liability company, by its Manager:

Boyer Project Company, L.C., a Utah limited liability company, by its Manager:

The Boyer Company, L.C., a Utah limited liability company,

By:   
Name: Devon M. Glenn  
Its: Manager

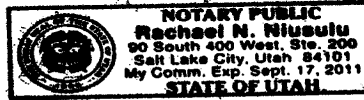
DATED this 3 day of Aug, 2009.

Keith H. Butler  
KEITH H. BUTLER, Mayor  
Marriott-Slaterville City

State of Utah )  
County of Salt Lake ) ss:

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of July 2009, by Devin M. Glenn the Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is the Manager of BOYER PROJECT COMPANY, L.C., a Utah limited liability company, which is the Manager of BOYER GSA WAREHOUSE, L.C., a Utah limited liability company.

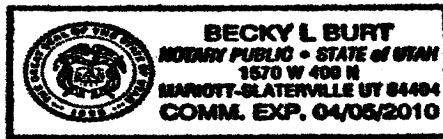
Rachael N. Niusulu  
Notary Public



State of Utah )  
County of Weber ) ss:

On the 3rd day of August, 2009, appeared before me KEITH H. BUTLER, Manager, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his authorized capacity.

Becky L. Burt  
Notary Public



[J1]