



\*W3274284\*



# Weber County

## Deferring Public Improvements Agreement

I (We), **Matthew Lowe**, and **Lowe Properties LC**, 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:

**All of Sunshine Valley Estates Phase 3 21-175-0001, 21-175-0002, 21-175-0003**

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:** 1198.68 feet on 850 South Street(s).

**Sidewalk:** 1198.68 feet on 850 South Street(s).

**Other:** Shared access/driveway along the lot boundary between lots 302 and 303, from 850 South Street.

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.

In Witness Whereof, the Declarant hereby has executed the foregoing on the 24<sup>th</sup> day of February, 2023.

Matthew Lowe  
Signed  
Matthew Lowe  
Printed

\_\_\_\_\_  
Signed  
\_\_\_\_\_  
Printed

State Of Utah )  
County Of Weber )  
ss:

On the 24 day of February, 2023 personally appeared before me Matthew Lowe and \_\_\_\_\_ the signers of the within instrument and who duly acknowledged to me that they executed the same.



June Nelson  
Notary Public