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No Fee

6000 SHEETS
WEBER COUNTY RECORDER

DEPUTY *Becky Evans*
JUN 4 1 54 PM '86

PLAYED VERIFIED
INDEXED MICROFILMED

A G R E E M E N T

Deferring Public Improvements

FILED AND RECORDED FOR
Weber County Planning

I (we), MELVIN F. FOWERS and _____
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:

A part of the Southwest Quarter of Section 36, T6N, R2W, SLB&M, U.S. Survey:
Beginning at a point on the East R.O.W. line of Midland Drive, said point
is North 88°47'40" East 651.98 ft. along the section line, and North 42°47'40"
East 1078.92 ft. along the East R.O.W. line of Midland Drive, from the South-
west corner of Section 36; and running thence South 89°52' East 676.58 ft.;
thence North 0°16' East 73.54 ft.; thence North 89°52' West 608.98 ft. to
the East line of Midland Drive; thence South 42°47'40" West 100 feet along
said East line 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 60 days 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, 108' feet on MIDLAND DRIVE Street(s).
- Sidewalk, _____ feet on _____ Street(s).
- Pavement, 108' feet on MIDLAND DRIVE 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.

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Agreement, Deferring Public Improvements

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Dated this 19 day of Mar, 1986.

AT Provo Utah, Utah.

Melvin F. Fowers

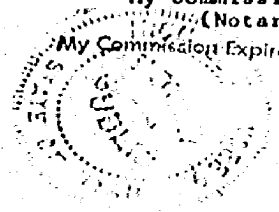
State of Utah)
County of) ss.

On the 19TH day of MARCH A.D. 1986
personally appeared before me MELVIN F. FOWERS the signer of
the within instrument, who duly acknowledged to me that he executed the same.

Michael K. Bybee
(Notary Public)

Residing at 5741 So. 1900 W.

My Commission Expires
(Notary Seal)



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