Weber County

Deferring Public Improvements
Agreement

I (We), **Don J. East, Family Trust Dated May 8 1987, and His Successors** 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:

All of Hucknall Torkard Villas Subdivision, as recorded in the Weber County Recorder's Office, Weber County, Utah

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:	603.33 linear	feet on	4700 W Street(s).
Sidewalk:	603.33 linear	feet on	4700 W Street(s).
Asphalt:	603.33 linear	feet on	4700 W Street(s).
Other			

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 _____ day of __ _____, 20_____.

_____	_____
Signed	Signed
_____	_____
Printed	Printed

State Of Utah)
ss:
County Of Weber)

On the _____ day of _____, 20_____ personally appeared before me _____ _____ and _____ the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires:

_____
Notary Public