



\*W2630225\*

EH 2630225 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
16-APR-13 252 PM FEE \$0.00 DEP JKC  
REC FOR: WEBER COUNTY PLANNING

Ordinance No. 2013-4

**An Ordinance of Weber County Vacating Lots 1 and 2 of Rex Mumford Subdivision at Approximately 8115 East 500 South.**

**Whereas**, Rex Mumford, has petitioned to vacate Lots 1 and 2 of Rex Mumford Subdivision located in Weber County, Utah; and

**Whereas**, the owners of said property desire a change in their property boundary by trading 1.11 acres of land from one lot to the other; and

**Whereas**, Weber County, State of Utah, acknowledges that a new Rex Mumford Subdivision 1st Amendment, Lots 1 and 2 subdivision plat will be recorded prior to this ordinance; and

**Whereas**, Weber County, State of Utah, acknowledges that the vacation of the above referenced subdivision plat will promote the general welfare, safety, health and convenience of the residents of the County; and

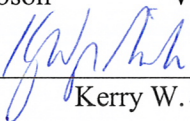
**Whereas**, the Board of County Commissioners of Weber County, State of Utah, has held a public meeting in order to allow the general public to comment;

**Now Therefore**, the Board of County Commissioners of Weber County, State of Utah, Ordains as follows:

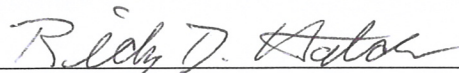
All of Lots 1 and 2 of Rex Mumford Subdivision is hereby vacated.

Passed, Adopted and Ordered published this March 12, 2013 by the Board of County Commissioners of Weber County, Utah,

Commissioner Bell	Voting	<u>aye</u>
Commissioner Zogmaister	Voting	<u>aye</u>
Commissioner Gibson	Voting	<u>aye</u>

  
Kerry W. Gibson, Chair

ATTEST:

  
Ricky D. Hatch, CPA Weber County Clerk



\*W2630226\*

E# 2630226 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
16-APR-13 253 PM FEE \$32.00 DEP JKC  
REC FOR: REX MUMFORD

NAME OF DEDICATION

REX MUMFORD SUB 1st AMD. LOTS 1 & 2

RECORDED FOR

REX MUMFORD

RECORDING FEE \$32.00

SW 1/4 SEC 17 TOWNSHIP 8N RANGE 2E

21

Deferring Public Improvements Agreement



\*W2630227\*

I, Gary G. Mumford – Trustee, owner 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 Rex Mumford Subdivision 1st Amendment

In consideration for Weber County, a body politic of the State of Utah, or any future annexing municipality, allowing the above owner to improve and develop this property without constructing certain public improvements at this time, the property owner agrees to:

- 1. Construct the deferred improvements within 60 days of the request from 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: 298.37 feet on 500 South Street Sidewalk: 298.37 feet on 500 South Street Asphalt: 298.37 feet on 500 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 Specifications 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 agrees not to protest his 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.

In Witness Whereof, the Declarant hereby has executed the foregoing on the 10th Day of December, 2012.

Gary G. Mumford Signed

Gary G. Mumford Printed

State Of Indiana )

ss:

County of Delaware )

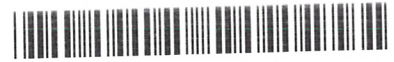
EH 2630227 PG 1 OF 1 ERNEST D ROWLEY, WEBER COUNTY RECORDER 16-APR-13 255 PM FEE \$1.00 DEP JKC REC FOR: WEBER COUNTY PLANNING

On the 10th day of DECEMBER, 2012 personally appeared before me GARY G. MUMFORD the signer of the within instrument and who duly acknowledged to me that he executed the same.

My Commission Expires: JULY 6, 2015

Marjorie M Harper Notary Public





\*W2630228\*

EH 2630228 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
16-APR-13 255 PM FEE \$.00 DEP JKC  
REC FOR: WEBER COUNTY PLANNING



**Weber County**

**Deferring Public Improvements  
Agreement**

I (We), James A. Mumford, and N. A., 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 Rex Mumford Subdivision 1st Amendment

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: 298.37 feet on 500 South Street(s).

Sidewalk: 298.37 feet on 500 South Street(s).

Asphalt: 298.37 feet on 500 South 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 15th day of December, 2012.

James A. Mumford  
Signed  
James A. Mumford  
Printed

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



**Weber County**

State Of Utah )

SS:

County Of Weber Davis )

On the 15<sup>th</sup> day of December, 2012 personally appeared before me James  
A. Mumford and N/A the signers of the within instrument  
and who duly acknowledged to me that they executed the same.

My Commission Expires: 9/27/14

[Signature]  
Notary Public





**Weber County**



\*W2630229\*

EH 2630229 PG 1 OF 2  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
16-APR-13 256 PM FEE \$1.00 DEP JKC  
REC FOR: WEBER COUNTY PLANNING

**Deferring Public Improvements  
Agreement**

I (We), Rex Mumford, and Deborah Mumford, 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 Rex Mumford Subdivision 1st Amendment

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: 298.37 feet on 500 South Street(s).

Sidewalk: 298.37 feet on 500 South Street(s).

Asphalt: 298.37 feet on 500 South 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 15<sup>th</sup> day of December, 2012.

Rex Mumford  
Signed

Rex Mumford  
Printed

Deborah Mumford  
Signed

Deborah Mumford  
Printed



**Weber County**

State Of Utah )

ss:

County Of Weber Davis )

On the 15<sup>th</sup> day of December, 2012 personally appeared before me Jared  
Mumford and Deborah Mumford the signers of the within instrument  
and who duly acknowledged to me that they executed the same.

My Commission Expires: 9/27/14

[Signature]  
Notary Public



WHEN RECORDED, MAIL TO:  
Rex Mumford  
8139 East 500 South  
Huntsville, Utah, 84317



E# 2630230 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
16-APR-13 257 PM FEE \$10.00 DEP JKC  
REC FOR: REX MUMFORD

**Warranty Deed**

Weber County

Tax ID. No. 21-\_\_ -\_\_

Rex S Mumford and Deborah P Mumford, Grantors, of Huntsville, County of Weber, State of Utah, hereby CONVEYS AND WARRANTS to Gary G Mumford, Trustee of the Arthur G Mumford and Florence S Mumford Family Trust, dated 8/2/1971, at 8139 East 500 South, Huntsville, Utah 84317, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

All of Lot 4 of Rex Mumford Subdivision 1<sup>st</sup> Amendment Lots 1 and 2.

WITNESS, the hand of said Grantor, this 5<sup>th</sup> day of November A.D. 2012.

Signed in the presence of:

Kiyanna Stephens

STATE OF Utah )  
                                      ) ss.  
COUNTY OF Weber  )

Rex S Mumford  
Deborah P Mumford

On the date first above written personally appeared before me, Kiyanna Stephens, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Kiyanna Stephens  
Notary Public





WHEN RECORDED, MAIL TO:  
Rex Mumford  
8115 East 500 South  
Huntsville, Utah, 84317



\*W2630231\*

E# 2630231 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
16-APR-13 2:57 PM FEE \$10.00 DEP JKC  
REC FOR: REX MUMFORD

## Warranty Deed

Weber County

Tax ID. No. 21-\_\_\_\_-\_\_\_\_

Rex S Mumford and Deborah P Mumford, Grantors, of Huntsville, County of Weber, State of Utah, hereby CONVEYS AND WARRANTS to Rex Mumford and Deborah Mumford, at 8115 East 500 South, Huntsville, Utah 84317, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

All of Lot 3 of Rex Mumford Subdivision 1<sup>st</sup> Amendment Lots 1 and 2.

**WITNESS**, the hand of said Grantor, this 5<sup>th</sup> day of NOVEMBER A.D. 2012.

Signed in the presence of:

Kiyanna Stephens

STATE OF UTAH )  
) ss.  
COUNTY OF WEBER )

Rex S Mumford  
Deborah P Mumford

On the date first above written personally appeared before me, Kiyanna Stephens, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Kiyanna Stephens  
Notary Public



WHEN RECORDED, MAIL TO:  
 Rex Mumford  
 8139 East 500 South  
 Huntsville, Utah, 84317



\*W2630232\*

EH 2630232 PG 1 OF 1  
 ERNEST D ROWLEY, WEBER COUNTY RECORDER  
 16-APR-13 257 PM FEE \$10.00 DEP JKC  
 REC FOR: REX MUMFORD

# Warranty Deed

Weber County

Tax ID. No. 21-\_\_\_-\_\_\_

Rex Mumford and Deborah Mumford, Grantors, of Huntsville, County of Weber, State of Utah, hereby **CONVEYS AND WARRANTS** to Gary G Mumford, Trustee of the Arthur G Mumford and Florence S Mumford Family Trust, dated 8/2/1971, at 8139 East 500 South, Huntsville, Utah 84317, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

All of Lot 4 of Rex Mumford Subdivision 1<sup>st</sup> Amendment Lots 1 and 2.

**WITNESS**, the hand of said Grantor, this 5<sup>th</sup> day of NOVEMBER, A.D. 20 12.

Signed in the presence of:

Kiyanna Stephens

STATE OF UTAH )  
 ) ss.  
 COUNTY OF WEBER )

Rex Mumford  
Deborah Mumford

On the date first above written personally appeared before me, Kiyanna Stephens, the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Kiyanna Stephens  
 Notary Public



WHEN RECORDED, MAIL TO:  
Rex Mumford  
8115 East 500 South  
Huntsville, Utah, 84317



\*W2630233\*

E# 2630233 PG 1 OF 1  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
16-APR-13 257 PM FEE \$10.00 DEP JKC  
REC FOR: REX MUMFORD

## Warranty Deed

Weber County

Tax ID. No. 21-\_\_-\_\_

James A Mumford, Trustee of the Arthur G Mumford and Florence S Mumford Family Trust, dated 8/2/1971, Grantor, of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, hereby CONVEYS AND WARRANTS to Rex Mumford and Deborah Mumford, at 8115 East 500 South, Huntsville, Utah 84317, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

All of Lot 3 of Rex Mumford Subdivision 1<sup>st</sup> Amendment Lots 1 and 2.

**WITNESS**, the hand of said Grantor, this 15<sup>th</sup> day of December, A.D. 20 12.

James A Mumford

STATE OF Utah )  
) ss.  
COUNTY OF Davis )

On the date first above written personally appeared before me, Jared R. Thompson, who, being by me duly sworn, acknowledged to me that he signed the within and foregoing instrument in accordance with the authority as Trustee given under the instrument creating said Trust, and that as Trustee he executed the same.

Jared R. Thompson  
Notary Public

