

DEFERRING PUBLIC IMPROVEMENTS
AGREEMENT



I (We), Lavar J. Hipwell and Linda H. Lee

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:

LOT 1 OF HIPWELL SUBDIVISION

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, _____ feet on _____ Street(s).

Sidewalk, _____ feet on _____ Street(s).

Pavement, 366.81 feet on 3600 West Street(s).

F:\FORESMAN\SITE\SITE4

E# 1427873 BK1824 PG1323
DOUG CROFTS, WEBER COUNTY RECORDER
04-SEP-96 1223 PM FEE \$4.00 DEP MH
REC FOR: WEBER.COUNTY

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.

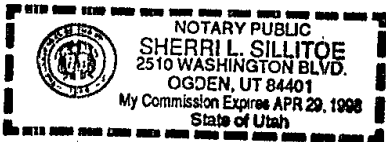
DATED this 10th day of September, 1996
AT Weber County, Utah.

Linda J. Dipwell
Linda J. Dipwell
as Power of Attorney for
Linda H. Lee

State of Utah)
)
 ss:
County of Weber)

On the 10th day of September, 1996 appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.



Sherril L. Sillitoe
Notary Public
Residing at: Weber County, UT