



Weber County

Deferring Public Improvements Agreement

I (We), Jenny Hale Pulsipher, and Michael A. Pulsipher, 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 LOT 2 HALE KINDERFARM SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON SOUTH RIGHT-OF-WAY LINE OF 500 SOUTH STREET BEING LOCATED SOUTH 00°03'49" WEST 804.98 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" WEST 1857.64 FEET AND NORTH 86°47'49" WEST 207.69 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE SOUTH 00°27'10" EAST 329.91 FEET; THENCE SOUTH 34°06'38" WEST 98.22 FEET; THENCE SOUTH 30°42'52" WEST 181.57 FEET; THENCE SOUTH 00°27'10" EAST 248.73 FEET; THENCE SOUTH 89°32'53" WEST 245.04 FEET; THENCE NORTH 01°06'18" WEST 306.72 FEET; THENCE NORTH 89°32'50" EAST 248.53 FEET; THENCE NORTH 00°27'10" WEST 517.76 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 86°47'49" EAST 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.281 ACRES.
(A Part of Parcel 21-151-0002)

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: 150 feet on 500 S. Street(s).

Sidewalk: 150 feet on 500 S. Street(s).

Asphalt: N/A feet on 500 S. 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.



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- 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 7 day of December, 2022.

Jenny Hale Pulsipher
Signed

Jenny Hale Pulsipher
Printed

Michael A. Pulsipher
Signed

Michael A. Pulsipher
Printed

State Of Utah)

County Of ~~Weber~~ Salt Lake ss:

On the 7 day of December, 2022 personally appeared before me Jenny Hale Pulsipher and Michael A. Pulsipher the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires: 8/27/23

Toni Smith
Notary Public

