



Weber County

Deferring Parking Improvements Agreement

I (We), WCU LLC, 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 a covenant to run and attach to the following real property described in Exhibit A:

In consideration for Weber County, a body politic of the State of Utah, allowing the above owner(s) to improve and develop this property without constructing certain required private improvements at this time, the property owner(s) agree to:

1. Construct the deferred improvements using the Weber County Public Works Standards within one year of the request from the Weber County Engineer at the property owner's own expense. Such improvements shall include:

Private Parking Lot for the Club at Wolf Creek Resort

2. Meanwhile, the Owner(s) agree to install an all season parking surface consisting of recycled crushed asphalt which complies with Chapter 24, section 6.2 of the Weber County Land Use Code.
3. In the event that installation of the required improvements has not been completed to Weber County's 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, 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 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