



Weber County

Deferring Public Improvements Agreement

I (We), _____, 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:

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: 289.18 linear feet on 4100 W Street(s).

Sidewalk: 1445.9 square feet on 4100 W Street(s).

Asphalt: 1735 square feet on 4100 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



Weber County

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

Est. by BWF
6/18/16

McLean Subdivision

Computations for deferral of Improvements along 4100 W

Length of frontage from Subdivision Plat
taken @ the PUE along 4100 W

289.18'

Therefore length of Curb & Gutter

289.18 linear ft.

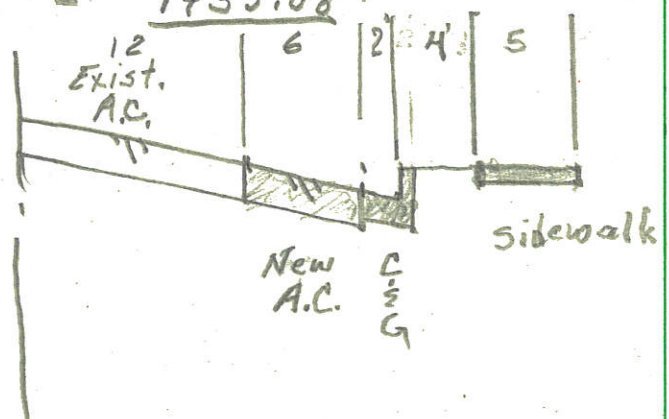
For Side Walk using a 5' Wide
Sidewalk

$289.18' \times 5' = \underline{1445.9} \text{ \#}$

For Asphalt Paving estimating

an existing 24' wide existing street
using a 6' wide paved shoulder

$289.18' \times 6 = \underline{1735.08} \text{ \#}$



OWNER'S DEDICATION

We the undersigned owners of the herein described tract of land, do hereby set apart and subdivide the same into lots and streets as shown hereon and name said tract McLEAN SUBDIVISION:

We hereby dedicate to public use all those parts or portions of said tract of land designated as street(s) and/or road(s), the same to be used as public thoroughfares. And further dedicate grant and convey said street(s) or and/or road(s) as public utility corridors as may be authorized by the governing entity.

We hereby grant and dedicate a perpetual right and easement over, upon and under the lands designated hereon as public utility, storm water detention pond(s), drainage easement(s), and canal maintenance easement(s), the same to be used for the installation maintenance and operation of public utility service line(s), storm drainage facilities, irrigation canal(s) or for the perpetual preservation of water channels in their natural state whichever is applicable and as may be authorized by the governing authority, with no buildings or structures being erected within such easements.

We hereby grant and dedicate Drainage Easements unto all owners of lots upon which private land drains are constructed or which are otherwise dependent upon such land drains, a perpetual easement over such land drains for the purpose of maintenance and operation.

Trust Acknowledgement

IN WITNESS WHEREOF, said ROBERT & ELAINE McLEAN LIVING TRUST, dated August 27, 1996 and any amendments thereto, has caused this instrument to be executed by its trustee(s) hereunto duly authorized, this ____ day of _____, 2016.

Robert H. McLean, trustee
STATE OF UTAH
COUNTY OF WEBER
Elaine H. McLean, trustee

On the date first above written personally appeared before me the above named signers, residing at 721 south 4100 West, Ogden, Utah 84404, who, being by me duly sworn and affirmed, did say that they are the trustee(s) of said trust and that the within and foregoing instrument was signed in behalf of said trust by authority, and the said signer(s) acknowledged to me that they as trustee(s), executed the same in the name of the trust. WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public Residing in:
My Commission Expires:

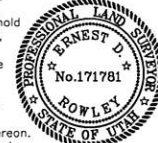
BOUNDARY DESCRIPTION

A tract of land being part of government Lot 20, Section 16, Township 6 North, Range 2 West, Salt Lake Base and Meridian, said tract having a basis of bearing of S 89°15'33" E Between the monument locations of the Southwest corner (WCo NAD27 State Plane Coordinates X=1839879.63 Y=334126.95) and the South Quarter corner (WCo NAD27 State Plane Coordinates X=1842524.90 Y=334092.74) of said Section 16, said tract more particularly described as follows:

BEGINNING at a point on the east boundary of said Lot 20 at the southeast corner of property described in Quit Claim Deed Entry no. 1495277 Book 1883 page 597 recorded Sept 29, 1997, said point being located by survey the following three (3) courses: 1) 256.73 feet North 00°54'23" East along section line to the Southwest corner of government Lot 19 as shown on Plat book 6 page 72 recorded Nov 20, 1899. 2) 1395.07 feet North 88°44'37" East along the south line of Lots 19 and 20 said plat to the Southeast corner of said Lot 20. 3) 518.91 feet North 03°37'37" East along the east boundary of said Lot 20. FROM said Southwest corner of Section 16; RUNNING thence South 03°37'37" West 35.78 feet to the center of an easement for the Hooper Canal - West Weber Canal South Branch shown on sheet 12 recorded Plat book 71 page 27 on April 28, 2010. Thence North 59°23'01" West 64.82 feet along the center line of said canal easement; Thence North 82°55'40" West 131.02 feet along the center line of said canal easement; Thence leaving said canal easement, North 03°40'56" East 266.43 feet. Thence South 89°15'23" East 67.71 feet to the East boundary of said Lot 20; Thence South 03°37'37" West 373.28 feet along said East boundary of Lot 20 to the point of beginning. Containing 1.3080 acres, more or less.

SURVEYOR'S CERTIFICATE

I, Ernest D. Rowley, do hereby certify that I am a professional land surveyor in the State of Utah and hold license no. 171781-2201 in accordance with Title 58, Chapter 22 known as the Professional Engineers and Professional Land Surveyor's Licensing Act, have made a survey of the property(s) shown hereon in accordance with UCA 17-23-17, verifying measurements, and placing monuments as represented. That this plat was prepared from the field notes of this survey and from documents and records as noted hereon. I further certify that, to the best of my knowledge and belief, all lots meet the current requirements of the Land Use Ordinance of Weber county.



WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat for mathematical correctness, section corner data, and for harmony with lines and monuments on record in county offices. The approval of this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith. Signed this ____ day of _____, 2016.

Signature
WEBER COUNTY ENGINEER

I hereby certify that the required public improvement standards and drawings for this subdivision conform with County standards and the amount of the financial guarantee is sufficient for the installation of these improvements. Signed this ____ day of _____, 2016.

Signature
WEBER COUNTY COMMISSION ACCEPTANCE

This is to certify that this subdivision plat, the dedication of streets and other public ways and financial guarantee of public improvements associated with this subdivision thereon are hereby approved and accepted by the Commissioners of Weber County, Utah this ____ day of _____, 2016.

Chairman, Weber County Commission
Attest:
Title: Weber County Clerk

Weber County Recorder

Entry no. _____
Fee paid _____
Filed for record and recorded _____ day of _____, 2016.
at _____
in book _____ of official records,
on page _____
County Recorder: Leann H. Kilts
By Deputy: _____

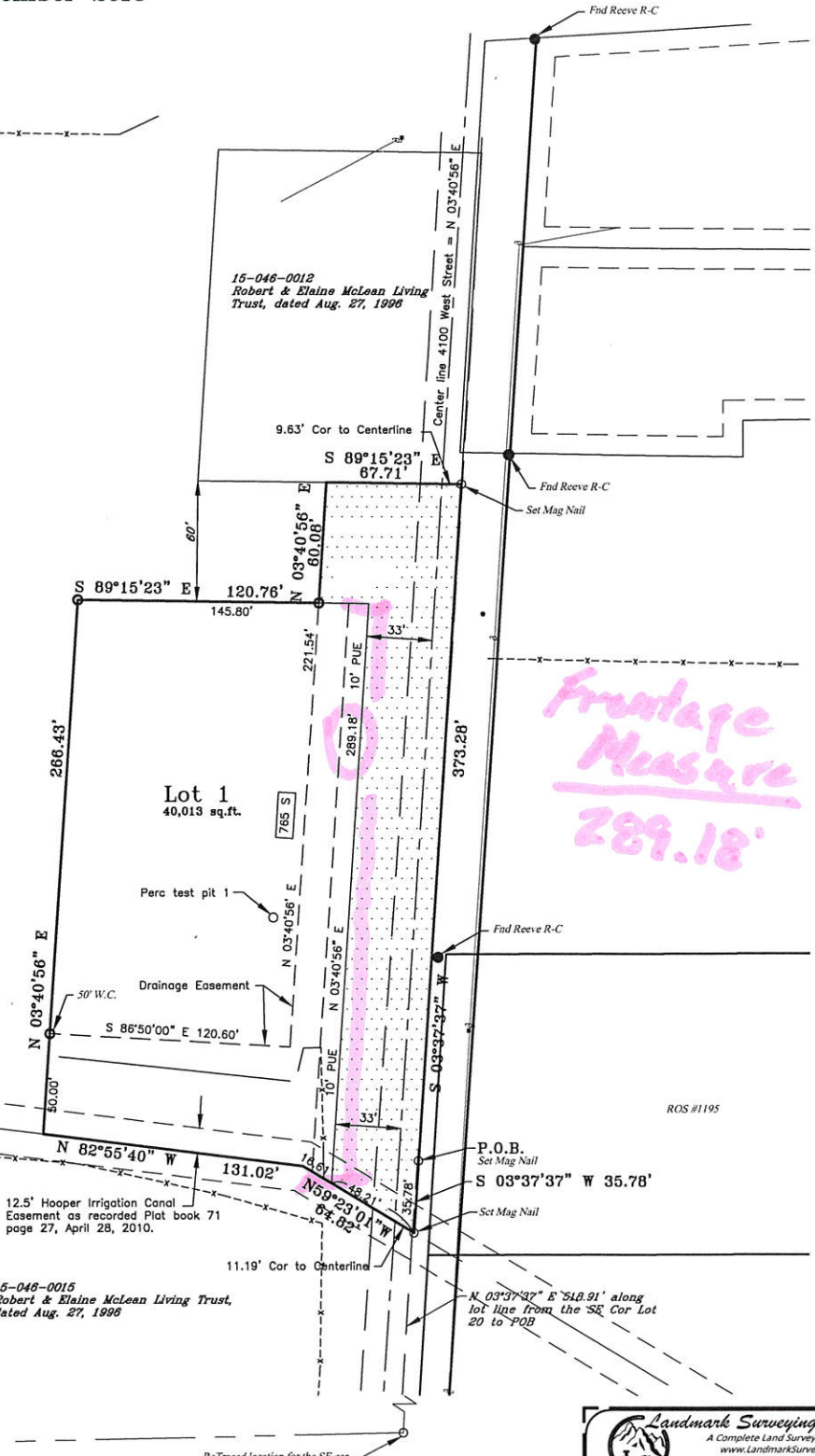
Landmark Surveying, Inc.
A Complete Land Surveying Service
www.LandmarkSurveyUtah.com
4646 South 3500 West - #A-3
West Haven, UT 84401
801-731-4075

DEVELOPER: Robert & Elaine McLean
Address: 721 South 4100 West, Ogden, Utah 84404

SW 1/4 of Section 16,
Township 6 North, Range 2 West, Salt Lake Base and Meridian.

Revisions	DRAWN BY: EDR
	CHECKED BY: ---
	DATE: January 16, 2016
	FILE: 3577

15-046-0012
Robert & Elaine McLean Living Trust, dated Aug. 27, 1996



15-046-0015
Robert & Elaine McLean Living Trust, dated Aug. 27, 1996

WEBER COUNTY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat and in my opinion they conform with the County Ordinance applicable thereto and now in force and effect. Signed this ____ day of _____, 2016.

Signature _____

COMMISSION APPROVAL
duly approved by the Weber of _____, 2016.