



Monument Improvement Agreement

The Monument Improvement Agreement (“Agreement”) identifies the requirements and process for establishing new survey control monumentation within land development projects in the jurisdiction of the Weber County Surveyor’s Office.

It is the responsibility of the developer, of the land development project, to know and understand the terms of the Agreement. If any part of this Agreement is not clear, please contact the Surveyor’s Office prior to the execution of the Agreement.

The Agreement will only be valid upon receipt of the following:

- Payment of the monument construction fees and escrows.
- A copy of the approved subdivision plat, engineered plans, or construction drawings for the land development project.
- An executed monument improvement agreement.
- An executed right of entry and perpetual easement, when applicable.

The valid Agreement shall constitute a signed contract that the developer will comply with the terms of the Agreement, county ordinance, and state law. When an agreement is valid the Weber County Surveyor’s Office will assign a monument construction manager and proceed with the following process.

Process

- Step 1 - The Developer shall install the asphalt (or other equivalent improvements) within two years of the execution of the Agreement.
The Developer shall complete the installation of all monuments within one year of the installation of the asphalt (or other equivalent improvements) in the land development project.
After asphalt (or other equivalent improvements) has been installed in the new roadways, the Developer shall cause the Professional Licensed Land Surveyor responsible for the land development project to set each monument location and four offset straddles per location to enable proper construction of the monuments. Each monument location shall be installed within 0.07’ plus 50 parts per million from the record locations shown and described on the approved subdivision plat, engineered plans, or construction drawings for the land development project. Offset straddles shall be set, one per quadrant, eighteen inches or more from the monument location, in a manner that allows for intersecting lines connecting the straddles to mark the monument location during construction of the monuments.
- Step 2 - When every monument position and their offset straddles have been set and are ready for inspection of their location, the Developer shall give a written request to the monument construction manager to inspect the monument positions.



Step 3 - Upon receipt of the written request for an inspection from the developer, the County Surveyor's Office will, within five (5) business days, inspect the monument locations and offset straddles and:

- A) issue a written statement of compliance and notice to proceed to the developer.
or
- B) issue a written statement of non-compliance to the developer requiring necessary corrections to the monument positions and straddles. Upon receipt of a written statement of non-compliance, the developer shall repeat steps one and two and shall pay (or have withheld from the escrow) an additional inspection fee to the county for each instance.

If the inspection requested cannot be performed within five (5) business days due to unforeseen workloads or circumstances, the monument construction manager shall notify the developer of the intended date to perform the inspection.

Step 4 - Upon approval of the monument positions and offset straddles the County Surveyor's Office will provide one monument cap and one monument frame and cover per monument location. It is the Developers responsibility to coordinate with the monument construction manager for the pick up/delivery of the provided items.

Step 5 - After the provided materials have been picked up/delivered, the Developer shall have a qualified contractor construct the appropriate monuments at the appropriate locations. Monuments shall be constructed:

- A) in accordance with the Weber County Public Works Standards Plans SRV1 – SRV7 as applicable;
- B) **so that the center of the constructed monument and cap does not exceed 0.04' (approx. ½") in any direction from the surveyed position of the monument;**
- C) so that the monument caps are oriented correctly and remain unmarked and clean; and
- D) in accordance with any other additional requirements as directed by the County Surveyor's monument construction manager.

Construction of the monuments shall be completed within three years of the execution of the agreement. Construction of the monuments shall be completed at the sole expense of the developer and shall not be financially conditioned on the sale of any lots or improvements within the development.

Step 6 - After the construction of the monuments, the monument cap shall be clearly marked by the Licensed Land Surveyor responsible for the surveying of the land development project. Monument caps shall be marked per the Weber County Public Works Standards Plan SRV8.

Step 7 - After the monument cap is marked, and when all construction work around the monument is complete, the developer shall give a written request for an inspection to the monument



construction manager to inspect the monuments for compliance to the construction standards and position. **Monuments constructed but not marked by the Licensed Land Surveyor will not be approved and will result in additional inspection fees. Monuments not built to all required specifications will not be approved and will result in additional fees and/or monument re-construction. *It is the Developers responsibility to ensure that the monuments are completed to all standards, and properly marked before requesting an inspection.***

- Step 8 - Upon receipt of the written request for an inspection from the developer, the County Surveyor's Office will, within five (5) business days, inspect the monuments and:
- A) issue a written statement of compliance to the developer.
or
 - B) issue a written statement of non-compliance to the developer and require necessary corrections. Upon receipt of the statement of non-compliance, the Developer shall repeat steps four through six and shall pay (or forfeit from the escrow) an additional inspection fee to the county for each instance.

If the inspection requested cannot be performed within five (5) business days due to unforeseen workloads or circumstances, the monument construction manager shall notify the developer of the intended date to perform the work.

- Step 9 - After issuance of the written statement of compliance, the Weber County Surveyor's Office will process the refund of any remaining monument construction escrow, to be refunded to the developer.

Fee Schedule

The developer shall deposit with the County Surveyor's Office a non-refundable monument construction fee, to cover the costs incurred by the initial inspections, at or before the time of the execution of the Agreement, for each monument. The developer shall also deposit with the County Surveyor's Office a refundable monument construction escrow, at or before the time of the execution of the agreement, for each monument. When the terms of the Agreement have been fulfilled, any remaining escrow deposit shall be refunded to the developer.

It should be noted that in the event that additional inspections are required for monuments which were not approved after the initial inspection, the developer will be charged an additional inspection fee for each monument per occurrence. Additional inspection fees shall be paid by the developer before the inspection or the fee will be retained from the monument improvement agreement escrow deposited with the County for that monument.

In the event that the terms of the Agreement have not been fulfilled, the County Surveyor shall deem the Developer to be in default and the escrow deposit shall become forfeited funds and be the property of the County Surveyors Office.

Any escrow refund issued will only be given to the developer and shall be sent to the address listed in the following legal documents.



<u>Non-Refundable monument construction fee:</u>	\$400.00 each Monument
<u>Refundable monument construction escrow:</u>	\$600.00 each Monument
<u>Each Additional Monument inspection fee:</u>	\$150.00 each Monument

Agreement Deadline

In all cases the monuments shall be built to the Weber County Public Works Standards Plans within three years of the execution of the Agreement. In the event that the monuments are not properly constructed within three years, the County Surveyor shall deem the Developer to be in default and the escrow deposit shall become forfeited funds and be the property of the County Surveyors Office.

For Your Information

Excepting the monument cap and monument frame and cover, all materials, safety equipment, and labor necessary to construct the monuments shall be provided by the developer. Contact the monument construction manager to coordinate for the pick up/ delivery of the county provided items.

By executing a monument improvement agreement, the developer indemnifies Weber County and the Weber County Surveyor's Office of any and all claims, demands, losses, damages, injury, or liabilities incurred by the public or employees of the permittee as a result of work activities related to this agreement and is hereby responsible for all work, employees, safety procedures, safety equipment, and liability associated with this agreement.

Agreement Legal Documents

The legal documents in the subsequent pages are to be executed by the County Commission, the County Surveyor, and the Developer. The executed documents may be recorded in the Weber County Recorder's Office. The Agreement cannot be transferred or assigned to another party.

When Recorded Return To:

EASEMENT DEED

_____, Grantor, hereby, quit claims, grants, and conveys to the Weber County, his successors, assigns, and agents, (collectively the "County Surveyor"), Grantee, a right to enter on, over, across, or through the property, as described below, for the purpose of accessing a government survey monument or public land survey government corner location that may exist on or near the property as may be required by the County Surveyor to conduct future surveying activities. When accessing the government survey monument or public land survey government corner location the Grantee will make reasonable efforts to minimize the effect of entry upon the property.

Furthermore, the Grantor, hereby, grants and conveys to the County Surveyor a Perpetual Easement to access, inspect, repair, replace, maintain, alter, or adjust a government survey monument or public land survey government corner location that may exist on or near the property as may be required or deemed necessary by the County Surveyor.

Furthermore, this Right of Entry and Perpetual Easement shall run with the land and are binding on the Grantor, his successors, heirs, assigns, and agents, in perpetuity.

LEGAL DESCRIPTION:

Developer: _____

INDIVIDUAL ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

On the _____ day of _____ A.D. 20____
personally appeared before me _____ the signer of the within
instrument, who duly acknowledged to me that he/she executed the same.

Notary Public

Residing at: _____, Utah

CORPORATE ACKNOWLEDGMENT

State of Utah)
 ss
County of Weber)

On the _____ day of _____ A.D. 20____
personally appeared before me _____ duly sworn, did say
that he/she is the _____ of _____,
the corporation which executed the foregoing instrument, and that said instrument was signed in behalf of said
corporation by authority of a Resolution of its Board of Directors that the said corporation executed the same.

Notary Public

Residing at: _____, Utah