



**Weber County**



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PLANNING DEPT. WEBER COUNTY RECORDS  
2021-06-21 12:07 PM FEE \$ 00.78  
REC'D BY WEBER COUNTY PLANNING

**Deferring Public Improvements  
Agreement and Covenant to Run with the Land**

This Agreement is entered into this 21 day of June, 2021 between

PHILIP CASTIGLIA, hereafter referred to as Applicant, and Weber County, hereafter referred to as County.

WHEREAS: Applicant has applied for approval from the County for Design Review and Land Use Permit approval for a new commercial office building, which is allowed in the Uniform Land Use Code of Weber County, Utah (LUC) if an applicant meets the specific criteria and conditions set forth in LUC §104-20-4(c) for the installation of a complete street; and

WHEREAS: Based on current site conditions, surrounding site conditions, and a lack of adjacent complete street improvements to connect into, it is not practical at this time to install complete street improvements along the property's frontage; and

WHEREAS: County allows for the deferral of public improvements, such as complete street improvements, if the Applicant is willing to enter into a Deferring Public Improvements Agreement and Covenant to Run with the Land;

NOW THEREFORE: As a condition of approval for Design Review and a Commercial Land Use Permit, the Applicant hereby executes this Deferring Public Improvements Agreement and Covenant to Run with the Land, which the parties intend to run with the land and be binding on Applicant and its assigns and other successors in interest.

**AGREEMENT**

I (We), PHILIP CASTIGLIA, Owner(s) of the hereinafter described real property in Weber County, Utah, hereby execute this agreement and covenant to run and attach to the following described real property:

*ALL OF LOT 1, MEL CLARK SUBDIVISION, WEBER COUNTY, UTAH.*

In consideration for Weber County, 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 one year 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:

177.235 linear feet of complete street improvements along the property's frontage with 2650 North Street, Eden, Utah.

Per LUC §104-20-4(c)(2), required Improvements for a complete street consist of the following:



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*"A ten-foot pedestrian pathway or sidewalk, pedestrian lighting, shade trees, appropriate clear view of intersection, and shall also include safe street crossings for pedestrians in no greater than 300-foot intervals. The complete street design, tree species and planting techniques, and pedestrian lighting are subject to approval by the Planning Director, after consultation with the County Engineer."*

- 2. In the event action is taken to create a special improvement district or similar entity to install any of the deferred improvements abutting said property, the owner(s) agree not to protest their full participation in such an improvement district or entity.
- 3. In the event that installation of the required improvements has not been completed to Weber County's or future annexing municipality's satisfaction within the required time period after notice to the owner to make such installations, the owner(s) of the above described real property hereby give and grant to Weber County or future annexing municipality, a LIEN on said lands to secure performance of this covenant and agreement 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.
- 4. The owner(s) consent to the recording of this document on the records of the above-described property.

In Witness Whereof, the Applicant hereby has executed the foregoing on the 21<sup>st</sup> day of June, 2021.

  
 \_\_\_\_\_  
 Signed  
Midge Carrick  
 \_\_\_\_\_  
 Printed

\_\_\_\_\_  
 Signed  
 \_\_\_\_\_  
 Printed

State Of Utah            )  
   ss:  
 County Of Weber        )

On the 21 day of June, 2021 personally appeared before me Ana J. Morby and \_\_\_\_\_ the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires:

  
 \_\_\_\_\_  
 Notary Public

