



Weber County



\*W3165347\*

Deferring Public Improvements Agreement

EH 3165347 PG 1 OF 2
LEANN H KILTS, WEBER COUNTY RECORDER
01-JUL-21 336 PM FEE \$.00 DEP PV
REC FOR: WEBER COUNTY PLANNING

I (We), Blaine Burnett, 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:

All of Maple Meadows Subdivision, Weber County, Utah

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: 491 feet on 1900 N Street(s).

Asphalt: 491 feet on 1900 N Street(s).

Other

20-182-0001 - 0003

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 18th day of June, 2021.

Signed [Signature]
Printed Blaine Burnett

Signed
Printed



**Weber County**

State Of Utah )

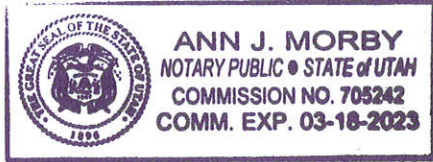
ss:

County Of Weber )

On the 18 day of June, 2021 personally appeared before me \_\_\_\_\_  
Ann 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





\*W3165348\*

EA 3165348 PG 1 OF 1  
LEANN H KILTS, WEBER COUNTY RECORDER  
01-JUL-21 3:37 PM FEE \$1.00 DEP PV  
REC FOR: WEBER COUNTY PLANNING

**BUILDING ON A PRIVATE RIGHT OF WAY/ACCESS EASEMENT  
EQUITABLE SERVITUDE AND COVENANT  
(TO RUN WITH THE LAND)**

This Covenant is entered into this 18<sup>th</sup> day of June, 2021 between Blaine Burnett, hereafter referred to as Grantor, and Weber County, Grantee, hereafter referred to as County.

WHEREAS, Grantor has applied for approval from the County for access by a private right of way/access easement, 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 §108-7-29 and §108-7-31 for lots that do not have frontage on a public street but have access by a private right-of-way/access easement; and

WHEREAS, based on substantial evidence, it has been shown that it is unfeasible or impractical to extend a public street to serve Grantor's lot, the County finds that circumstances support the approval of a private right-of-way/access easement as access to the lot; and

WHEREAS, access to the lot is only feasible or practical at this time by means of a private access easement at least 30 feet wide;

NOW THEREFORE, as a condition of approval for access by a private right of way/access easement as outlined in LUC§ 108-7-31(2)(b), the Grantor(s) hereby executes this equitable servitude and perpetual covenant, which the parties intend to run with the land and be binding on Grantor and its assigns and other successors in interest. Grantor covenants to pay a proportionate amount of the costs associated with developing a public street if, at any time in the future, the County deems it necessary to replace the private right-of-way/access easement with a public street that would serve as access to additional lots. The cost allocation will only apply to the private right of way/access easement identified as an area 30 feet in width, the length of which is shown on the Maple Meadows Subdivision plat, providing access to the subject property.

Legal description of Grantor's subject property and Right of Way location is as follows:

All of Maple Meadows Subdivision 20-182-0001 - 0003

~~See attached plat map.~~

By [Signature]  
GRANTOR

6/18/21  
Date

On the 18 day of June, 2021, appeared before me Mabrey Hennon Grantor, and acknowledged that it had executed the above Covenant.



NOTARY PUBLIC  
Residing at Weber, Utah

