



Weber County

Deferring Public Improvements Agreement

I (We), Suzanne Thompson, 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:

Thompson Estates 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: 150 feet on 2975 W Street(s).

Sidewalk: 150 feet on 2975 W Street(s).

Asphalt: 150 feet on 2975 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 20th day of October, 2023

Suzanne Thompson
Signed
Suzanne Thompson
Printed

Signed

Printed



Weber County

State Of Utah)

ss:

County Of Weber)

On the 20th day of October, 20 23 personally appeared before me Suzanne Thompson and _____ the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires: 5/30/27



Notary Public



**SUBSTANDARD COUNTY ROADS
DEDICATED OR BY RIGHT-OF-USE
ACKNOWLEDGMENT OF SUB-STANDARD IMPROVEMENTS AND/OR WIDTH**

THIS ACKNOWLEDGMENT is made by the owner(s) of real property in Unincorporated Weber County (hereinafter referred to as "owner") who desire to develop on a sub-standard County Road either dedicated or made Public by Right-of-Use.

WHEREAS, Owner desires to develop property identified as Thompson Estates Subdivision and located along 2975 West Street which abuts and has access from a County road either dedicated or made public by right of use which is identified as 2975 West Street, and

WHEREAS, the County Zoning Ordinance recognizes both types of roads as providing the required "frontage" for a building lot, and

WHEREAS, the County Road, either dedicated or made public by Right of Use does not meet the County standards of right of way width or improvements required for a County road and does not receive the same level of road maintenance, service or snow removal because of its lesser standard and few numbers of people served, and

WHEREAS, road maintenance, service or snow removal for any sub-standard County Road shall generally consist of grading twice during the months from May thru October, snow removal to allow a single access to a hard surface road for residents who build on a sub-standard County Road, and general repairs sufficient to allow reasonable passage of motor traffic. Because of the low priority for these sub-standard roads, maintenance will be provided at the time and convenience of the Weber County Roads Department.

WHEREAS, the County has no immediate plans to improve the sub standard condition of the Road.

NOW THEREFORE, as a condition of receiving a building permit to construct a dwelling/building on, 2975 West Street, determined to be a sub-standard County Road by the County Surveyor and County Commission, Owner hereby acknowledges the lesser standards of this road along with the reduced level of service provided by Weber County and agrees to build under these circumstances with no expectations of improvement either in road standards or level of service provided by the County with the present situation likely to continue for many years.

If, in the future, due to an increase in the number of owners using the road as access to developed property, a higher level of road improvement or service is desired, Owner agrees to accept the responsibility together with the other owners fronting the sub-standard Road, to bring the road up to county improvement and R.O.W. width standards prior to requesting an increase in the level of county maintenance and snow removal and acknowledges that County has no obligation to provide an increase in the level of service until such improvements are completed.

This agreement shall run with the land and be recorded in the office of the County Recorder and shall be an acknowledgment by future owners, heirs or assigns to the same extent. The Agreement shall remain in force and in effect until the County Road has been widened and/or improved to County standards.

Agreed to this 20th day of October, 2023

[Signature]
 Owner

 Owner

STATE OF UTAH)
 ss:
 COUNTY OF WEBER)

On the 20th day of October, 2023, personally appeared Ashley Suzanne Thompson and _____, the signers of the within instrument and who duly acknowledged to me that they executed the same.



Ashley Jordan
 Notary Public
 Residing at: Golden West Credit Union