



Weber County



W2698423

EA 2698423 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
14-AUG-14 242 PM FEE \$0.00 DEP CWC
REC FOR: WEBER COUNTY PLANNING

**Deed Covenant and Restriction to Run With the Land
Alternative Onsite Wastewater Treatment System
Packed-Bed Media System or Mound System**

Notice is hereby given that an Alternative Wastewater Treatment System known as a Packed-Bed Media System or Mound System is required on the following property as the method of treatment and disposal of all wastewater generated on the property until such time as sanitary sewer becomes available. All of the provisions of this deed covenant and restriction shall run with the land.

The description of the property is as follows: **Shane Douglas Subdivision**

The Owner(s) of the above described property hereby covenants and agree:

1. Representatives from the Weber-Morgan Health Department shall be allowed to enter upon this property during regular 8 a.m. to 5 p.m. business hours for the purpose of inspection of the individual wastewater treatment system.
2. The Owner(s) are required to have a current Renewable Operating Permit. Permits are to be renewed on a biennial basis. Permit renewal fees and late fees will be determined by the Weber-Morgan Board of Health. All samples, inspections and maintenance requirements for Packed-Bed Media Systems and Mound Systems required in Utah State and Weber-Morgan Health Department regulations will be completed before permits will be renewed.
3. The Owner(s) are required to maintain a Service Contract with a Certified Service Contract Provider for all sampling and inspections required by Utah State and Weber-Morgan Health Department regulations.
4. The Owner(s) are responsible for all system maintenance and to immediately correct, repair, add to or replace a portion of or the entire system if needed upon malfunction of the system; or, at the direction of the Weber-Morgan Health Department.
5. The Owner(s) shall immediately notify the Weber-Morgan Health Department upon malfunction of the wastewater treatment system. The notification shall be given to:

Weber-Morgan Health Department
477 E. 23rd Street
Ogden, Utah 84401
Phone: (801) 399-7100

In Witness Whereof, the parties hereto have executed this covenant this 14 day of AUGUST, 2014.

Cleo R. Wagstaff trustee
Signed

Duane Wagstaff TRUSTEE
Printed

CLEO R. WAGSTAFF REVOCABLE TRUST
Signed

DUANE L. WAGSTAFF REVOCABLE TRUST
Printed



Weber County



W2698424

EN 2698424 PG 1 OF 1
ERNEST D ROWLEY, WEBER COUNTY RECORDER
14-AUG-14 242 PM FEE \$0.00 DEP CMC
REC FOR: WEBER COUNTY PLANNING

Declaration of Deed Covenant to Run with the Land
Concerning Provision of Irrigation Water

WITNESSETH

WHEREAS, Declarant is the owner of real estate situated in Weber County, Utah, more fully described as Shane Douglas Subdivision

WHEREAS, Weber County, on behalf of Taylor West Weber culinary water agency, requires irrigation water to be provided to each lot in said subdivision as part of the required improvements,

NOW THEREFORE, for such purposes, Declarant hereby makes the following Declaration of Covenants which shall run with the property:

1. That he holds sufficient irrigation water rights or shares for the lots in the above named subdivision as determined by the Irrigation Water District or Company.
2. That these rights or shares will not be disposed of except to the lots in said subdivision.
3. With the sale of each lot, he will transfer at no cost, the required water rights or shares needed to properly irrigate the lot, to the lot purchaser who is to be responsible for the proper use of the water as outlined in the irrigation water district's or company's distribution schedule and procedures.

This declaration and the rights, duties and obligations thereof shall run with the property in perpetuity unless modified or canceled in writing by the Weber County Planning Commission with said modification or cancellation being recorded in the Weber County Recorder's Office.

In Witness Whereof, the Declarant hereby has executed the foregoing on the 14 day of August, 2014.

Cleo R. Wagstaff trustee

Signed

Duane Wagstaff TRUSTEE

Signed

CLEO R WAGSTAFF, REVOCABLE TRUST

Printed

DUANE L. WAGSTAFF, REVOCABLE TRUST

Printed

State Of Utah)

ss:

County Of Weber)

On the 14th day of AUGUST, 2014 personally appeared before me Cleo R WAGSTAFF and DUANE L WAGSTAFF the signers of the within instrument and who dulyacknowledged to me that they executed the same.

My Commission Expires:

Kary C. Serrano
Notary Public





Weber County



W2698425

EN 2698425 PG 1 OF 2
ERNEST D ROWLEY, WEBER COUNTY RECORDER
14-AUG-14 2:43 PM FEE \$0.00 DEP CMC
REC FOR: WEBER COUNTY PLANNING

Deferring Public Improvements
Agreement

I (We), Cleo R Wagstaff, and Duane L Wagstaff, 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 lot 1 of Shane Douglas subdivision

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: 227.06 feet on 400 South Street(s).

Sidewalk: 227.06 feet on 400 South Street(s).

Asphalt: 227.06 feet on 400 South 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 14th day of August, 2014.

Cleo R. Wagstaff trustee
Signed

Duane L Wagstaff TRUSTEE
Signed

CLEO R. WAGSTAFF, REVOCABLE TRUST
Printed

DUANE L. WAGSTAFF, REVOCABLE TRUST
Printed



Weber County

EH 2698425 PG 2 OF 2

State Of Utah)

SS:

County Of Weber)

On the 14th day of AUGUST, 20 14 personally appeared before me _____
CLED R. WAGSTAFF and DUANE L. WAGSTAFF the signers of the within instrument
and who duly acknowledged to me that they executed the same.

My Commission Expires:

Kary C Serrano
Notary Public





Weber County



W2698426

EH 2698426 PG 1 OF 1
ERNEST D ROWLEY, WEBER COUNTY RECORDER
14-AUG-14 2:43 PM FEE \$0.00 DEP CNC
REC FOR: WEBER COUNTY PLANNING

Onsite Wastewater Disposal Systems
Deed Covenant and Restriction
To Run With the Land

Notice is hereby given that onsite wastewater systems are part of the development of the Shane Douglas Subdivision. The installation of onsite wastewater systems is governed by provisions of the Utah Administrative Code and the Weber-Morgan Health Department Rules for Individual Wastewater Disposal Systems. Pursuant to R317-4-3, Subsection 3.3, soil exploration pits and percolation tests have been made at the rate of at least one test per lot in order to establish the feasibility of this subdivision.

State and local rules and regulations affecting the installation of onsite wastewater systems may change from time to time. If an owner of any lot described herein has not made a valid application for a wastewater system permit prior to any such change, the affected lot may be subject to review by the local health department to establish that the lot complies with current state and local requirements before a wastewater system permit is issued. It is therefore recommended that the Weber-Morgan Health Department be contacted in order to determine whether this lot complies with current requirements.

Physical characteristics of lots within this subdivision may also change from the conditions under which the initial subdivision approval was granted. When, in the determination of the local health department, it appears that such physical changes may affect the suitability of the lot for the installation of an onsite wastewater system, the affected lot may be subject to review by the local health department to establish that the lot complies with current state and local requirements before a wastewater system permit is issued.

In Witness Whereof, the Declarant hereby has executed the foregoing on the 14 day of August, 2014.

Cleo R. Wagstaff trustee
Signed

CLEO R WAGSTAFF, REVOCABLE TRUST
Signed

Duane L Wagstaff trustee
Printed

DUANE L WAGSTAFF, REVOCABLE TRUST
Printed

State Of Utah)

ss:

County Of Weber)

On the 14th day of AUGUST, 2014 personally appeared before me CLEO R. WAGSTAFF TRUSTEE & DUANE L. WAGSTAFF TRUSTEE the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires:

Kary C. Serrano
Notary Public

