



# Monument Improvement Agreement

This 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 complete and valid upon receipt of the following:

- Payment of the monument improvement agreement escrow and estimated inspection fees.
- 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 complete and valid Agreement shall constitute a signed contract that the developer will comply with the terms of the Agreement, county ordinance, and state law. When a valid Agreement is completed, the Weber County Surveyor's Office will assign an Improvement Agreement Manager and proceed with the following process.

## Process

- Step 1 - After an Improvement Agreement Manager has been assigned, the Developer shall have the Licensed Land Surveyor responsible for the surveying of the land development project mark out, on the ground, the positions of the monuments to be built as are outlined in the approved subdivision plat, engineered plans, or construction drawings. The surveyed positions of the monuments to be built shall not exceed 0.07' plus 50 parts per million from the record positions shown between each monument to be built and between the monuments and the existing section corner monuments tied to the approved subdivision plat, engineered plans, or construction drawings.
- Step 2 - After the positions have been surveyed the Developer will construct, or oversee the construction of, 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.
  - D) in accordance with any other additional requirements as directed by the County Surveyor's Improvement Agreement Manager.



Construction of the monuments shall be completed within one year of the installation of the asphalt (or other equivalent improvements) in the land development project. The asphalt (or other equivalent improvements) shall be installed within two years of the recordation of the Agreement. In the event that the asphalt is not installed within two years of the recordation of the Agreement or if the monuments are not constructed within one year of the installation of the asphalt the County Surveyor shall declare the Developer to be in default and the escrow to be forfeit. Construction of the monuments shall be completed at the sole expense of the developer and shall not be financially conditioned on the commencement of construction or the sale of any lots or improvements within the development.

- Step 3 - 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 SRV7.
- Step 4 - 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 Improvement Agreement Manager to inspect the monuments for compliance as to their construction and position. The written request for an inspection shall be made within three years of the execution of the Agreement or the County Surveyor shall declare the Developer to be in default and the escrow to be forfeit.
- Step 5 - Upon receipt of the written request for an inspection from the developer, the County Surveyor's Office will, within three (3) business days, inspect the monuments and:
  - A) issue a *Notice of Compliance* (pink carbon sheet) to the site manager for each monument and send a copy to the developer.
  - or
  - B) require necessary corrections and issue a *Notice to Reconstruct* (yellow carbon sheet) to the contractor on site for each monument and send a copy to the developer.

If the inspection requested cannot be performed within three (3) business days due to unforeseen workloads or circumstances, the Improvement Agreement Manager shall notify the developer of the intended date to perform the work.

- Step 6 - Upon receipt of the *Notice to Reconstruct*, the developer shall repeat steps one through four. The County Surveyor's Office will charge an additional inspection fee for any addition inspection performed. 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.
- Step 7 - After issuance of the *Notice of Compliance*, the Weber County Surveyor's Office will process the refund of the monument improvement agreement escrow, to be refunded to the developer.

### Fee Schedule

The developer shall deposit with the County Surveyor's Office a non-refundable inspection fee, to cover the costs incurred by one inspection, 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 escrow deposit, at or before the time of the execution of the agreement, for each monument. When the terms of the Agreement have been fulfilled, the 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 may deem the Developer to be in default and the escrow to be forfeited funds, property of the County Surveyor.

<u>Non-Refundable Inspection Fee:</u>	\$200.00 each Monument
<u>Refundable Escrow:</u>	\$800.00 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

All materials, safety equipment, and labor necessary to construct the monuments shall be provided by the developer. However, due to the time frames involved in ordering some of the materials necessary for building the monuments the Weber County Surveyor's Office may have some quantities of rod sections, rod drive points, security sleeves, monument access covers, monument caps, pipe monuments, and monument frame and covers on hand and available for purchase. Contact the Surveyor's Office at 801-399-8020 for availability and pricing.

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 permit.

### Agreement Legal Documents

The legal documents in the subsequent pages are to be executed by 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. **Any escrow refund issued will only be given to the developer and shall be sent to the address listed in the following legal documents.**