

**AGREEMENT BETWEEN WEBER COUNTY AND THE BURTON TRUST
FOR EXECUTION AND RELEASE OF A DEFERRAL AGREEMENT**

This Agreement is made and entered into this 24th day of September, 2020, by and between Weber County, a body corporate and politic of the State of Utah ("County"), and Brenda Burton as Trustee of the Brenda Burton Trust ("Burton"). County and Burton may be referred to collectively as "Parties" and individually as "Party".

RECITALS

WHEREAS, a deferral agreement was recorded against Weber County Parcel #07-086-0075 (the "Parcel") in the Weber County Recorder's office as Entry # 1230611 (attached as exhibit "A"); and

WHEREAS, the deferral agreement requires the property owner to install curb and gutter, sidewalk, pavement, and public utilities; and

WHEREAS, Burton is the property owner of the Parcel; and

WHEREAS, County deems it necessary for Burton to install a portion of the deferred sidewalk;

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants, agreements, and representations contained in this Agreement, the Parties covenant and agree as follows:

1. BURTON

- 1.1. Burton agrees to install 210.27 feet x 6 feet of concrete sidewalk in compliance with Weber County Engineering Standards.
- 1.2. Sidewalk shall connect with the existing sidewalk on the west side of the Parcel and shall connect with the road on the north side of the parcel.
- 1.3. Burton agrees to have the sidewalk installed by June 1, 2021.
- 1.4. In compliance with Weber County Code § 32-8-2, Burton agrees to be responsible for all snow removal on the sidewalk.

2. COUNTY

- 2.1. After installation of sidewalk is completed to the satisfaction of Weber County Engineering, County shall release the remainder of the Deferral Agreement, Entry # 1230611.

3. EFFECTIVE DATE/TERM. This Agreement shall be effective upon execution by both parties.

4. COUNTY REPRESENTATIVE. County hereby appoints _____ as the County representative ("County Representative") to assist in the administrative management of this Agreement and to coordinate performance of the services under this Agreement.
5. BURTON REPRESENTATIVE. Burton shall represent themselves or designate a representative who is authorized to act as Burton's representative in its performance of this Agreement and shall make known to the County the representative by name and title. Burton or designated representative shall have the responsibility of working with the County to coordinate the performance of obligations under this Agreement.
6. INDEMNIFICATION. Burton agrees to indemnify and hold harmless County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, negligent acts or omissions by Burton, its agents, representatives, officers, employees, or subcontractors in the performance of this Agreement.
7. GOVERNMENTAL IMMUNITY. County is a body corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act ("Act"), Utah Code Ann. §§ 63G-7-101, *et. seq.* (1953, as amended). The Parties agree that County shall be liable only within the parameters of the Act. Nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the Act or the basis for liability established in the Act.
8. AGENCY. No agent, employee, or servant of Burton or County is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by each Party to its employees, including but not limited to worker's compensation insurance, health insurance, and unemployment insurance, are available to the employees, agents, or servants of the other Party. Burton and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement.
9. COMPLIANCE WITH LAWS. The Parties agree to comply with all federal, state, and local laws, ordinances, rules, and regulations in the performance of their duties and obligations under this Agreement. Any violation by Burton of applicable law shall constitute an Event of Default under this Agreement and Burton shall be liable for, and hold County harmless from and against, any and all liability arising out of or connected with the violation, to include attorneys' fees and costs incurred by County as a result of the violation.

Burton is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

10. INTERPRETATION. County and Burton agree that, where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law, but if any provision of this Agreement shall be deemed invalid, prohibited, or unenforceable under applicable law, the parties shall replace the invalid provision with language that most closely meets the intent of the Parties in agreeing to the invalid provision. If the Parties cannot agree upon language to replace the invalid provision, such provision shall be stricken from the Agreement without invalidating the remainder of such provision or the remaining provisions of this Agreement.
11. NOTICES. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal delivery, upon the next business day immediately following the day sent if sent by overnight express carrier or electronic mail, or upon the third business day following the sent if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

COUNTY: Board of Weber County Commissioners
2380 Washington Blvd., Ste. 320
Ogden, UT 84401

BURTON: Brenda Burton
C/O Brenda Burton Trust
2277 E 5950 S
Ogden, UT 84403

12. TIME. The Parties stipulate that time is of the essence in the performance of this Agreement.
13. ENTIRE AGREEMENT. County and Burton acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Burton, and that there are no other terms, conditions, representations, or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified, or altered, except in writing signed by the Parties.

14. GOVERNING LAW. It is understood and agreed by the Parties that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of Weber County, both as to interpretation and performance.

Any actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated, and resolved within the jurisdiction of the State of Utah.

15. COUNTERPARTS. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile or by e-mail shall be deemed originally signed copies of this Agreement.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Jenkins voted _____
Commissioner Harvey voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Brenda Burton Trust:

By: Brenda Burton 2/10/21
Brenda Burton, Trustee

