

**WEBER COUNTY**

**County Planner**  
Steve Burton



\*W3211398\*

**Weber County Zoning Division**

2380 Washington  
Ogden, Utah  
Phone: (801) 399-8794

**PERPETUAL BUILDING MAINTENANCE AGREEMENT**

This DECLARATION is made this 13th day of January, 2022 by and between Noal Holdings, LLC (Property Owner referred to as "Developer"), having an address of Roughly 4706 E 2650 S, Eden UT 84310 - APN 22-040-0036, and Levanta LLC ("Adjacent Property Owner") having an address of Roughly 4704 E 2650 S, Eden UT 84310 - APN 22-040-0037.

**WITNESSETH**

WHEREAS, Developer is the owner in fee simple of the real property (the "Property") described on attached Exhibit A and the Adjacent Property Owner owns the adjacent parcel described on attached Exhibit B.

WHEREAS, Developer, pursuant to Sec 104-20-4, of the Weber County Land Use Code (LUC) intends to reduce side and rear setbacks.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Develop hereby declares the following:

1. Developer must promptly maintain the exterior buildings facing the Adjacent Property Owner.
2. Adjacent Property Owner will allow Developer to access the property described on attached Exhibit B, upon request by the Developer, in order to perform such maintenance and repairs.
3. Developer will be responsible for any damage that results to Adjacent Property Owner's land including fencing that may result as a product of the

maintenance of the Developer's buildings as referenced above herein, or the falling of debris or snow from the buildings of Developer.

4. Developer's buildings will be situated on Developer's land so as to not cause any part of any building to extend beyond the property line, including but not limited to roof overhangs, poles, lights, footings or any other fixture or structure on the property.
5. Developer grants to Adjacent Property Owner the perpetual right to allow any livestock of Adjacent Property Owner to graze up to Developer's building structure, and will not require a fence to be placed along the property line in places where the building would serve as an adequate means to keep the livestock contained. Adjacent Property owner agrees to promptly perform any repairs or damage caused by livestock.
6. Developer grants to Adjacent Property Owner, upon request, the right to access Developer's land to the extent it is necessary to maintain Adjacent Property Owner's livestock.
7. Attorney fees will be awarded to any party prevailing on a claim that originates from this agreement.

IN WITNESS WHEREOF, this Declaration of Building Maintenance Agreement has been signed by the Developer and Adjacent Property Owner the day and year first above set forth.

**DEVELOPER:**

**Witnesses:**

Jeff Allan

Signature

Jeffrey Allan

Printed Name

Noal Holdings, LLC

Company Name

858-204-2131

Phone Number

**NOTARY PUBLIC INFORMATION: STATE OF UTAH  
COUNTY OF WEBER**

The foregoing instrument was acknowledged before me and by means of [ ] physical presence or [ ] online notarization, this 13 day of JANUARY, 2022 by Jeffrey Allan (name of person acknowledging).

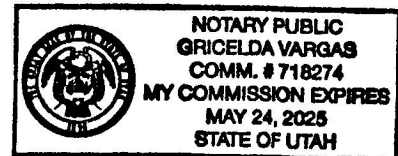
He/she is personally known to me or has produced

Driver License (type of identification) as identification and did/did not take an oath (circle response).

Gracelda Vargas  
(Name – type, stamp or print Clearly)

Gracelda Vargas  
(Signature)

My Commission Expires on: MAY 24, 2025 NOTARY'S SEAL OR STAMP



**ADJACENT PROPERTY OWNER:**

**Witnesses:**

*Kody Holker*  
Signature

Kody Holker

Printed Name

Levanta LLC

Company Name

612-518-7629

Phone Number

**NOTARY PUBLIC INFORMATION:**

*MINNESOTA*  
~~STATE OF UTAH~~  
~~COUNTY OF WEBER~~  
*HENNEPIN*

The foregoing instrument was acknowledged before me and by means of [ ] physical presence or [ ] online notarization, this 14<sup>th</sup> day of January, 2022 by Kody Holker (name of person acknowledging). He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did/did not take an oath (circle response).

*Kody Andrew Selby*  
(Name – type, stamp or print Clearly) *AS*  
(Signature)

My Commission Expires on: \_\_\_\_\_ NOTARY'S SEAL OR STAMP

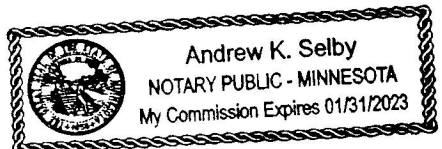


Exhibit A

Legal Description of Property

Beginning at the Northmost Corner of Kimbers Subdivision, recorded as Entry 1353660 in Book 40 at Page 22 in the Office of the Weber County Recorder, said point lies South 89°35'03" East 208.621 feet along the Section Line and South 169.464 feet from the Northwest Corner of Section 34, Township 7 North, Range 1 East, Salt Lake Base and Meridian and running thence along said Kimbers Subdivision South 81°27'25" West 62.291 feet to the Northeast Corner of Lo1 of said Kimbers Subdivision; thence along said Lot 1 the following (2) courses: 1) South 00°22'55" West 290.569 feet; 2) South 81°31'22" West 150.002 feet to the West Line of the Northwest Quarter of said Section 34; thence along said West Line South 00°22'55" West 16.015 feet; thence South 79°54'11" West 128.141 feet; thence North 00°22'55" East 292.378 feet; thence South 89°56'34" West 33.393 feet; thence North 215.793 feet; thence South 89°22'45" East 75.774 feet; thence North 00°31'13" East 325.000 feet; thence South 89°31'00" East 101.354 feet to the centerline of a canal; thence along said canal the following (5) courses: 1) South 53°09'00" East 42.500 feet; 2) South 89°31'00" East 80.800 feet; 3) South 46°15'00" East 100.140 feet; 4) South 07°49'00" East 159.240 feet; 5) South 06°04'39" West 164.530 feet; thence South 01°56'52" West 54.280 feet to the point of beginning.

Property contains 5.458 acres.





