

14  
1/3



ENT 11858:2013 PG 1 of 3  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 Feb 06 11:28 am FEE 14.00 BY CLS  
RECORDED FOR UTAH COUNTY COMMUNITY DEVEL

When Recorded, Mail Original To :  
Utah County Community Development  
51 S. University Ave. Suite 117  
Provo, Utah 84601

### **DECLARATION AND DEDICATION OF WATER**

Seth A. Riddle \_\_\_\_\_, herein individually or collectively referred to as "Declarant," hereby irrevocably commits to provide and maintain the following quantity of culinary, landscape and irrigation water to the following described lots ("Lots") within the Crab Creek Estates Subdivision, Plat "B" ("Subdivision"), to wit:

### **REQUIRED QUANTITY OF WATER**

<i>Lot No.</i>	<i>Culinary</i>	<i>Landscape</i>	<i>Irrigation</i>
2			13.904 acre feet

Further, Declarant commits, dedicates and designates the following described water rights (Water Rights) as appurtenant to the following described lots ("Lots") within the Crab Creek Estates Subdivision, Plat, "B" ("Subdivision") for culinary water, landscaping water, and irrigation water use on the designated Lots within the Subdivision, to wit:

ATTACHED WATER

Lot No.	Description of Dedicated Culinary Water Right with Change Application Number and Acre Feet	Description of Dedicated Landscaping Water and Irrigation Water Right Number with Change Application Number and Acre Feet (If water stock, add name of water company and stock certificate number with acre feet)
2		SVP Water Serial # 3415:007 7 acre feet Serial # 3415:008 7 acre feet

Declarant covenants that neither Declarant nor Declarant's heirs, successors, or assigns shall (i) allow the Water Rights to be transferred apart from the designated Lots listed herein, or (ii) allow the above described Lots to be transferred apart from the designated Water Rights, without first providing replacement water rights sufficient to meet the culinary, landscape and irrigation water quantity requirements, as indicated in this document. Any transfer of the Water Rights must first be approved by the Utah County Zoning Administrator. Any transfer or purported transfer of the Water Rights apart from the Lots, or the Lots apart from the Water Rights, without the express written consent of the Utah County Zoning Administrator, shall be null and void, and all residential use of any Lot shall cease.

If a transfer of Water Rights is approved by the Zoning Administrator, if a water stock certificate number is changed, or if a Strawberry water number is changed, an amended Declaration and Dedication of Water shall be recorded with the Utah County Recorder, after approval in writing by the Zoning Administrator, which amended Declaration and Dedication of Water shall include updated and accurate Water Right information.

This covenant shall run with the land and shall be binding upon all persons owning or leasing the Lots, or owning or leasing the Water Rights. This covenant shall apply continuously until one of the following shall occur: (1) the subdivision plat is vacated by Utah County or its successor unit of local government as provided by state statute; or (2) all of the land of the subdivision is annexed into an incorporated municipality and the governing body of said municipality finds that, due to the presence of a municipal water system or other factors, the water rights no longer need to be attached to the Lots, and the municipality formally releases this covenant by ordinance or resolution. Pursuant to the Utah County Land Use Ordinance, the rule of property

known as the rule against perpetuities and the rule of property known as the rule restricting unreasonable restraints on alienation shall not be applied to defeat any of the provisions of this declaration executed in accordance with said ordinance.

This covenant shall hereinafter be included in any deed dealing with the Lots, in whole or by reference hereto. Invalidation of any of these covenant provisions by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

If the owner or owners of the Lots, or any portion thereof, or the owner's heirs, successors, or assigns shall violate or attempt to violate any of the covenants contained herein, Utah County or its successor unit of local government, or any other person owning an interest in the Lots, may enjoin such violation by action for injunction brought in any court of equity jurisdiction or may pursue any other remedy at law or in equity. All costs and all expenses of such proceedings shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien against the Lots and against the Water Rights until paid. Such lien may be enforced in such a manner as the court may order.

This covenant can only be amended in writing, and only with the prior written consent and approval of the Utah County Zoning Administrator, appearing on a document referencing this covenant and recorded in the office of the Utah County Recorder. Any change or amendment without such written consent and approval shall be null and void.

Signed:

*Seth A. Riddle*  
*Seth Allred Riddle*  
*Seth Riddle*  
(subdivider - water/landowner)

Signed: \_\_\_\_\_

(Subdivider - water/landowner)

ACKNOWLEDGMENT

STATE OF UTAH                    )  
  : ss  
COUNTY OF UTAH                )

On the 30 day of January, 2013, personally appeared before me Seth Riddle, Seth A Riddle, Seth Allred Riddle, who duly acknowledged to me that he/she executed the foregoing Declaration and Dedication of Water.



*Cherie Monahan*  
NOTARY PUBLIC