



W2250718

EN 2250718 PG 1 OF 3
ERNEST D ROWLEY, WEBER COUNTY RECORDER
22-MAR-07 233 PM FEE \$0.00 DEP SGC
REC FOR: WEBER COUNTY PLANNING

**DECLARATION OF GRANTING OF AN AGRICULTURAL
PRESERVATION EASEMENT OVER AND ACROSS
PORTIONS OF NORTH FORK MEADOWS CLUSTER SUBDIVISION**

22-272-0001 TO 004

KINGS CROSS DEVELOPMENT LLC, A UTAH LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "DECLARANT", DOES HEREBY STATE, DECLARE, AFFIRM AND WARRANT THE FOLLOWING, COVENANTS, CONDITIONS, RESTRICTIONS AND GRANTING OF AGRICULTURAL PRESERVATION EASEMENT OVER CERTAIN PORTIONS OF NORTH FORK MEADOWS CLUSTER SUBDIVISION, FOR THE PURPOSE STATED HEREIN.

1. Declarant is the owner of certain property in the County of Weber, State of Utah, which is hereinafter described as the "Property" and which is more particularly described as:

All of the Agricultural Preservation Parcel, of North Fork Meadows Cluster Subdivision, Weber County, State of Utah, according to the official plat thereof.

2. Declarant declares that the Property be leased, used, occupied and improved subject to the following requirements and restrictions. The agricultural preservation easements, stated, conveyed and granted are for the express purpose of enhancing the value and protecting the attractiveness and desirability of the Property, and that of other properties located within said Subdivision.

3. The agricultural preservation easement shall run with the property and shall be binding upon all persons having any right, title or interest in the Property and shall inure to the benefit of the Declarant and Owner of the Property and his/her successors, assigned heirs or nominees.

4. Declarant states, conveys and warrants to North Fork Meadows Cluster Subdivision Home Owners Association and Weber County, State of Utah, a BODY POLITIC, a perpetual and exclusive easement of a portion of the property, legally described as the AGRICULTURAL PRESERVATION PARCEL OF NORTH FORK MEADOWS CLUSTER SUBDIVISION, as a permanent Agriculture Preservation Open Space, subject to the terms, conditions and stipulations of Utah State Code and the zoning ordinances of Weber County, State of Utah and the following terms, conditions and stipulations:

- a. Title to the real property known and described as AGRICULTURAL PRESERVATION PARCEL OF NORTH FORK MEADOWS CLUSTER SUBDIVISION, must be owned by the owner of another lot within NORTH FORK MEADOWS CLUSTER SUBDIVISION, and may never be owned in fee by anyone of entity which does not own another lot within said subdivision.

- b. Buildings must have an agricultural design and be subject to design review from North Fork Meadows Cluster Subdivision Home Owners Association.

- c. Buildings may only be located on a portion of the designated Agricultural Preservation Parcel, more particularly described on the attached Exhibit "A" which by reference is made a part herewith.

- d. Buildings may not be used for occupancy by humans, storage of vehicles not of agricultural intent or for the preparation, cultivation, and harvesting of the permitted crops on the Agricultural Open Space.

- e. Permitted crops are as follows: Wheat, barley, oats, alfalfa or corn. Exceptions to the permitted crops may be granted by the Home Owners Association. Harvested crops may be stored in the appropriate building located on the Agricultural Preservation Parcel.

- f. Permitted animals are described as: Horses, cattle, sheep, goats, llamas, dogs, and cats. Animals and their living conditions cannot fall into a state of neglect or property owner will be subject to special assessment levy from the Home Owners Association. No more than the equivalent of 10 horses or any combination of the above animals may be permitted on the premises at any one time. Exceptions may be

~~combination of the above animals may be permitted on the premises at any one time. Exceptions may be~~ granted from the Home Owners Association if the animals do not detract from the value, desirability, or attractiveness of said property.

g. Non-permitted animals are: Reptiles, swine, mink, poultry, waterfowl, or any other animal not stated above.

Waste from animals must be regularly removed from the subject property. In the event that waste is to be used as a fertilizer, the waste must be tilled or disked into the ground within 30 days of application, weather permitting.

h. Agricultural Preservation Parcel may not be used as a temporary of permanent storage facility for non-agricultural, recreational equipment or vehicles.

5. No rubbish, trash, garbage or other waste material shall be kept or permitted upon the Agricultural Preservation Parcel, except in sanitary containers. No odor shall be permitted to arise there from so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive of to any other property in the vicinity, no exterior fires will be permitted, except barbecue fires contained with appropriate receptacles and fire pits or fireplaces. No lumber, grass, silage, shrub, or tree clippings, plant waste, metals, bulk material or scrap shall be allowed on the Agricultural Preservation Parcel, except within an enclosed structure or in an area appropriately screened from view.

6. Declarant grants a perpetual license for County, City, State or Federal services, including but not limited to police, ambulance, fire or other emergency service, over and across the Agricultural Preservation Parcel as required by said entities for the general welfare and protection of the owner of said Property, the owners of neighboring properties or the general public.

7. Owners of the Agricultural Preservation Parcel shall be required to comply with the terms, conditions, and stipulations as required herein and as required under code or zoning. In the event that any term, condition or stipulation stated herein should be in conflict with code or zoning, it is understood that code or zoning shall supersede.

In the event that a violation of any code or zoning requirement by the owner of the property, which is subject of this declaration, or by his/her or Its guests or employees, the owner of the property will be subject to fine, special assessment or levy, by the applicable governmental authority.

In the event that any violation of any term, condition or stipulation, exclusive at code or zoning violations, as expressed in this declaration, by the owner of the property, which is the subject of this declaration, or by his/her or its guests or employees, shall subject the owner and the property to a special assessment levied by the Home Owners Association of North Fork Meadows Cluster Subdivision.

a. Any special assessment lien of levy shall be administered by the Trustees, duly elected and nesting in their capacities as Trustees of the North Fork Meadows Cluster Subdivision Homeowners Association.

Declarant has executed this Declaration on this the 7 day of March,
2007.

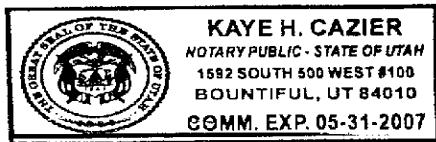


for Kings Cross
Manager

Mathew Carter, Manager
Kings Cross Development LLC

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the 7th day of March, 2007, personally appeared before me MATTHEW CARTER, who, being by me duly sworn did say that he is the Manager of KINGS CROSS DEVELOPMENT LLC, and that the foregoing instrument was signed in behalf of said Limited Liability Company by authority of a resolution of its members, and said MATTHEW CARTER acknowledged to me that said Limited Liability Company executed the same.



Kaye H. Cazier
Notary Public