



W3241024

E# 3241024 PG 1 OF 2

LEANN H KILTS, WEBER CTY. RECORDER
14-JUN-22 11:15 AM FEE \$0.00 THU
REC FOR: WEBER COUNTY PLANNING

**BUILDING ON A PRIVATE RIGHT OF WAY/ACCESS EASEMENT
EQUITABLE SERVITUDE AND COVENANT
(TO RUN WITH THE LAND)**

This Covenant is entered into this 25th day of April, 2022 between CW Land Co., LLC, a Utah limited liability company and Scott R. & WF Lisa J Brusseau, hereafter collectively referred to as Grantor, and Weber County, Grantee, hereafter referred to as County.

WHEREAS, Grantor has applied for approval from the County for access by a private right of way/access easement, which is allowed in the Uniform Land Use Code of Weber County, Utah (LUC) if an applicant meets the specific criteria and conditions set forth in LUC §108-7-29 and §108-7-31 for lots that do not have frontage on a public street but have access by a private right-of-way/access easement; and

WHEREAS, based on substantial evidence, it has been shown that it is unfeasible or impractical to extend a public street to serve Grantor's development, Sky Ranch, the County finds that circumstances support the approval of a private right-of-way/access easement as access to the development; and

WHEREAS, access to the development is only feasible or practical at this time by means of a private right-of-way easement at least 30 feet wide;

NOW THEREFORE, as a condition of approval for access by a private right of way/access easement as outlined in LUC§ 108-7-31(2)(b), the Grantor hereby executes this equitable servitude and perpetual covenant, which the parties intend to run with the land and be binding on Grantor and its assigns and other successors in interest. At the time that a total of nine (9) lots solely within the Sky Ranch subdivision are approved by the County and require primary ingress and egress off Sky Ranch Road the Grantor covenants to deed the area(s) of land encumbered by the private right-of-way/access easement without financial compensation from Weber County, and pay a proportionate amount of the costs associated with developing a public street, which costs include, but are not limited to, removal or destruction of the landscape islands, mailboxes, and entry gate features, within thirty (30) days following (i) acceptance of the public street by the County, and (ii) recordation of the final plat dedicating the public street to the County.

In the event the adjacent property owners on the Eastern immediately adjacent side of the development (including, without limitation, parcel numbers 21-005-0007, 21-006-0015, and 21-005-0051) obtain final approval from the County for their plat, and such approval and plat requires a partial dedication of a portion of lot 2 and lot 3 for a public right-of-way along the Eastern boundary line of the Project, the Grantor covenants to deed the area(s) of land encumbered by the private right-of-way/access easement, the land being 30 feet wide, as shown on the Eastern property owners' approved subdivision plat.

The cost allocation will only apply to the private right of way/access easement identified as Sky Ranch Road an area 60 feet in width and extending from 7300 East Street to the eastern boundary of the subdivision as shown on the recorded subdivision plat providing access to the subject property.

Legal description of Grantor's subject property and Right of Way location is as follows:

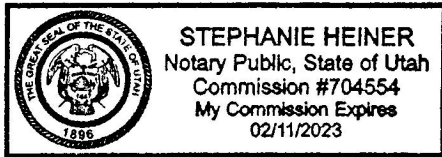
All of Sky Ranch Subdivision

21-172-0001 - 0003

See attached plat map

By *Carry* _____ Date 4/25/2022
GRANTOR

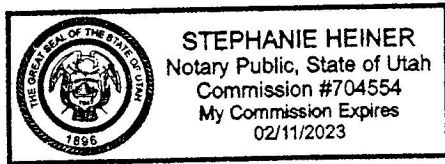
On the 25th day of April, 2022 appeared before me Colin H Wright
Grantor, and acknowledged that it had executed the above Covenant.



Allein
NOTARY PUBLIC
Residing at Layton, Utah

By *Scott R. Brusseau* _____ Date 04/25/2022
GRANTOR

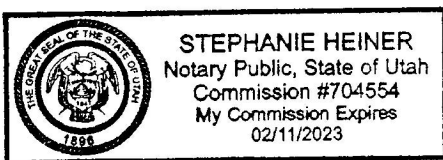
On the 25th day of April, 2022 appeared before me Scott R. Brusseau
Grantor, and acknowledged that it had executed the above Covenant.



Allein
NOTARY PUBLIC
Residing at Layton, Utah

By *[Signature]* _____ Date 04/25/2022
GRANTOR

On the 25th day of April, 2022 appeared before me Lisa J. Brusseau
Grantor, and acknowledged that it had executed the above Covenant.



Allein
NOTARY PUBLIC
Residing at Layton, Utah