



W3248941

E# 3248941 PG 1 OF 6
LEANN H KILTS, WEBER CTY. RECORDER
04-AUG-22 10:28 AM FEE \$0.00 TN
REC FOR: WEBER COUNTY PLANNING

15-798-0001 thru 0031

**DECLARATION OF OPEN SPACE PRESERVATION
EASEMENT**

This Declaration of OPEN SPACE Preservation Easement Agreement (hereinafter "Agreement") concerning the Open Space A parcel of the Taylor Landing Cluster Subdivision Phase 1A 1st Amendment (see Exhibit A) is made as of the _____ day of _____, 2022, by and between Heritage Land Development, LLC ("Developer") and Weber County, a political subdivision of the State of Utah ("County"). Developer and the County are collectively referred to as the "Parties".

RECITALS

- A. Developer is the owner of certain property located within Weber County, State of Utah, which is more fully identified by the final plat submitted to the County for the Open Space A parcel of the Taylor Landing Cluster Subdivision Phase 1A 1st Amendment (hereinafter the "Open Space Preservation Parcel"), as shown in Exhibit A attached hereto.
- B. The County desires to have authority to enforce the open space use restrictions described herein on the Open Space Preservation Parcel.
- C. Weber County Ordinance § 108-3-5(f)(3) requires an agreement detailing the open space preservation plan and any related conditions of approval necessary to execute the open space preservation plan.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and in consideration of the execution of this agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and the County agree as follows:

- 1. **Permitted Use of the Open Space Preservation Parcel: Developer and the County agree that the Open Space Preservation Parcel shall be restricted to the following uses:**
 - a. **Land Use:** The open space preservation parcel shall be limited to agricultural uses, a public park, or other approved uses described within the Chapter 108-3 (Cluster Subdivisions) of Weber County Land Use Code.
 - b. **Structures:** No structures will be permitted on the open space parcel except in support of legitimate on-site agricultural uses or public park uses.
- 2. **Easement:** Developer dictates, grants and conveys a perpetual easement to the County,

upon the Open Space Preservation Parcel, said easement to be used only to guarantee that the Open Space Preservation Parcel will remain open and underdeveloped except for the approved uses as set forth above and does not grant the County or public at large a right to use the Open Space Preservation Parcel. The use restrictions started hereto shall run with the Open Space Preservation Parcel. This agreement is binding upon all claiming any right, title or interest in the Open Space Preservation Parcel and shall inure to the benefit of developer and the county, and their successors, assigns heirs or nominees.

- 3. **Miscellaneous:** The parties agree that the Open Space Preservation Parcel is required at all times to conform to the use restrictions stated herein and the Weber County Zoning Ordinances. To the extent that Weber County Zoning Ordinances conflict with this Agreement, the Zoning Ordinance shall govern. In the event an owner of the Open Space Preservation Parcel violates any use restriction for the Open Space Preservation Parcel, the County may enforce the correction of said violation to the extent provided by law.
- 4. **Attorney's Fee:** If any legal action or any arbitration or other proceeding is brought or any action taken for the enforcement of this agreement or any related document, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of the Agreement or any related document, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other cost incurred, in addition to any other relief to which they may be entitled.
- 5. This Agreement may be amended or modified only by a written instrument executed by the County and the owner/s of the Open Space Preservation Parcel.

IN WITNESS WHEREOF, the parties have executed the foregoing Agreement as of the day and year first written above.

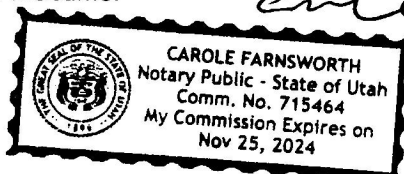
Dated this 22nd day of July, 2022.

Heritage Land Development, LC

State of Utah)
)
:ss County of
Weber)

On the 22 day of July, 2022 personally appeared before me this signer of the within instrument, who duly acknowledged to me he executed the same.

Carole Farnsworth



Scott Jenkins
BY: Commission Chair, Weber County

ITS:

State of Utah)
)
:ss County of
Weber)



On the 3rd day of August, 2022, personally
appeared before me Scott K Jenkins who, being first duly
sworn, did say that he is the Commission Chair of Weber County, and that the
above instrument was signed on behalf of said County.

Michelle K Halacy
Notary Public

Exhibit A: Taylor Landing Cluster Subdivision Phase 1A 1st Amendment Final Plat

<p>LEGEND</p>		<p>SURVEYOR'S CERTIFICATE</p> <p>BOUNDARY DESCRIPTION</p> <p>OWNER'S DECLARATION</p> <p>LIMITED LIABILITY ACKNOWLEDGEMENT</p> <p>LIMITED LIABILITY ACKNOWLEDGEMENT</p> <p>COUNTY RECORDER</p>
<p>WEBER COUNTY ATTORNEY</p> <p>ADJUNCTURAL MAP</p>	<p>WEBER COUNTY SURVEYOR</p> <p>WEBER COUNTY ENGINEER</p>	<p>WEBER COUNTY PLANNING COMMISSION APPROVAL</p> <p>WEBER COUNTY COMMISSION ACCEPTANCE</p> <p>SURVEYOR'S NOTES NUMERATIVE</p> <p>GENERAL NOTES</p>

