

**RESTRICTED LANDSCAPE COVENANT  
FOR THE ALLOCATION OF PRIVATE WELL WATER**

This Restricted Landscape Covenant is entered into this 29 day of Feb, 20\_\_ between Matthew Lowe, hereafter referred to as Grantor, and Weber County, Grantee, hereafter referred to as County. 21-175-0201, 21-175-0202, 21-175-0203

WHEREAS, Grantor has applied for approval from the County for a subdivision, which requires conformity with the Uniform Land Use Code of Weber County, Utah (LUC); and

WHEREAS, if an applicant meets the specific criteria and conditions outlined in the LUC, the subdivision plat may be forwarded to the County Commission for final approval; and

WHEREAS, LUC section 106-4-2.1(b)(2) generally requires subdivision applicants to provide "sufficient secondary water" to ensure that all areas of each lot "that will be landscaped with living plant materials can be regularly watered," either by obtaining secondary water from a water service provider or by using private wells that have met specified requirements; and

WHEREAS, LUC section 106-4-2.1(b)(2)(b) states that "if secondary water will be provided by a private well, then by default, a water allocation sufficient to water 30 percent of the lot is required unless specifically provided otherwise herein. This percent shall be increased to the actual area watered if more than 30 percent of the lot is or will be watered. This percent may be reduced to the actual percentage of the lot covered by vegetation that is not drought-tolerant or non-native wildland"; and

WHEREAS, the private well water allocation requires the recording of a restricted landscape covenant to the lot if non-drought-tolerant or non-native vegetation covers less than 30 percent of the lot and the water quantity is to be reduced to the percentage covered by such types of vegetation;

NOW, THEREFORE, the parties agree as follows:

1. In exchange for the approval of the proposed subdivision called the Sunshine Valley Estates Phase 3 Subdivision, Grantor hereby executes this covenant, which the parties intend to run with the land and to be binding on Grantor and its assigns and other successors in interest.
2. Grantor consents to this covenant being recorded on the following lots in the subdivision:
  - a. (lot 3)
3. On the lots subject to this covenant, Grantor shall ensure that the following requirements are met:
  - a. All areas with drought-tolerant vegetation are provided sufficient water allocation and an automatic watering system is installed with separate valves and stations on which vegetation with similar watering needs shall be grouped.
  - b. The area of non-drought tolerant vegetation is restricted to the actual area allowed by the lot's water allocation, water rights, or water shares, given the water duty for crop irrigation as prescribed by the Utah Division of Water Rights.
  - c. A note is placed on the final plat that generally explains the landscape and watering restrictions per lot, and references the recorded covenant, and specifies the automatic watering system requirements.
  - d. The approved Exchange Application from the Utah Division of Water Rights is submitted to the County for each well. It shall demonstrate the total acre-feet approved for each well, and demonstrate that all proposed wells within the subdivision, including all phases, were simultaneously submitted to the division for approval..
4. The following conditions also apply:
  - a. No additional non-drought-tolerant or non-native vegetation may be added to the lot until after the water allocation is increased to an amount sufficient to water the percentage of the lot that will be covered by such vegetation.
  - b. Any allowance to irrigate does not preclude or nullify any watering restrictions stated within

geologic/geotechnical studies.

5. If this Covenant is breached or violated in any way, County may at its option, require immediate termination of the offending use. County hereby reserves all rights of enforcement and other remedies available at law. This Covenant shall remain in effect regardless of the amount of time the Property is used in violation of the Covenant.

The legal description of Grantor's subject property is as follows:

ALL OF SUNSHINE VALLEY ESTATES SUBDIVISION PHASE 3, WEBER COUNTY, UTAH.

Dated this Feb. 24<sup>th</sup> day of \_\_\_\_\_, 2023.

Signed [Signature]

Signed \_\_\_\_\_

Printed \_\_\_\_\_

Printed \_\_\_\_\_

State Of Utah )

ss:

County Of Weber )

On the 24 day of February, 2023 personally appeared before me Matthew Lowe and \_\_\_\_\_ the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires:

[Signature]  
Notary Public

Residing at Weber, Utah



BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By \_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

\_\_\_\_\_

Ricky Hatch, CPA  
Weber County Clerk