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E# 3274641 PG 1 OF 3  
LEANN H KILTS, WEBER CTY. RECORDER  
28-FEB-23 158 PM FEE \$0.00 TN  
REC FOR: WEBER COUNTY PLANNING

22-415-0001

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

This Restricted Landscape Covenant is entered into this 2 day of September, 2022 between Gwen Zubolchecky, hereafter referred to as Grantor, and Weber County, Grantee, hereafter referred to as County.

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 Vue de Valhalla Subdivision 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 1
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:



#### **BOUNDARY DESCRIPTION**

A tract of land being part of a parcel described in Warranty Deed recorded September 21, 2006 as Entry number 2209661 located in the Southeast Quarter of Section 29, Township 7 North, Range 1 East, Salt Lake Base and Meridian, having a basis of bearing of North 00°26'21" East between the monumented location of the Southeast corner (having Weber County NAD83 coordinates of record of N=3636125.8 E=1543098.6 U.S.ft) and the Northeast corner (having Weber County NAD83 coordinates of record of N=3641442.8 E=1543139.4 U.S.ft) of said Section 29, more particularly described as follows:

BEGINNING at the Southwest corner of Lot 2, Pilcher Subdivision (recorded as Plat book 72 page 15 on June 21, 2011 as Entry number 2531443) said point being located North 15°27'27" West 2517.71 feet FROM said Southeast corner of Section 29 (said Southwest corner of Lot 2 is located by record the following Nine (9) courses, 1) South 00°31'28" West 1779.84 feet along quarter section line, and 2) North 88°37'46" West 330.76 feet, and 3) South 04°48'00" East 162.95 feet, and 4) South 11°41'57" West 47.96 feet, and 5) South 46°15'52" West 9.83 feet, and 6) South 00°31'28" West 651.82 feet, and 7) South 00°21'20" West 235.54 feet, and 8) South 18°37'22" West 28.12 feet, and 9) North 88°21'02" West 348.14 feet all from said Northeast corner of Section 29);

RUNNING thence South 88°21'02" East 148.29 feet, along the south boundary of said Lot 2; Thence South 01°38'52" West 60.64 feet, to a point in Pine Creek; Thence the following Sixteen (16) courses being in or near the center of Pine Creek, 1) South 84°57'37" West 22.33 feet (L1), 2) South 86°11'50" West 20.45 feet (L2), 3) South 42°15'19" West 11.76 feet (L3), 4) South 10°38'48" West 19.22 feet (L4), 5) South 48°42'17" West 12.37 feet (L5), 6) South 73°28'52" West 18.52 feet (L6), 7) South 43°03'06" West 47.69 feet (L7), 8) South 20°41'27" West 22.07 feet (L8), 9) South 41°29'47" West 28.05 feet (L9), 10) South 25°57'24" West 18.85 feet (L10), 11) South 55°06'20" West 13.41 feet (L11), 12) South 87°42'37" West 11.47 feet (L12), 13) North 76°16'08" West 31.61 feet (L13), 14) South 65°15'48" West 11.68 feet (L14), 15) South 15°39'12" West 21.34 feet, 16) South 16°47'38" East 13.29 feet; Thence South 17°40'53" East 484.98 feet, to a Mtn Engineering rebar and cap marking the Northeast corner of Lot 8, Abbeyon Estates No. 2 recorded November 21, 1990 as Plat book 32 page 85 and Entry number 1124899; Thence North 88°19'47" West 363.70 feet, along the north boundary of said Abbeyon Estates No.2; Thence North 88°19'47" West 8.218 feet, to a one (1) inch pipe in an old fence corner; Thence the following Four (4) courses along or near an existing fence line which represents the historical west boundary of said Entry number 2209661, 1) North 17°20'24" E 132.06 feet, 2) North 17°05'43" East 229.02 feet, to the south bank of Pine Creek, 3) North 17°12'02" East 107.80 feet, across Pine Creek and continuing along said historic fence line; 4) North 19°15'51" East 198.35 feet; Thence leaving said fence line, South 88°21'02" East 4.16 feet; Thence North 18°16'36" East 318.71 feet, to the south boundary of Pinecreek Subdivision recorded November 6, 2000 as Plat book 53 page 11 and Entry number 1735926; Thence South 67°08'18" East 61.74 feet, to the east boundary of said Lot 2; Thence South 18°16'36" West 232.78 feet, along said east boundary, to the point of beginning.

Total parcel containing ~~3.659~~ acres, more or less. Area South of Pine Creek containing 2.27 acres, more or less.

Dated this 2 day of Sep, 2022

Dawn Zolke

Signed

Gwen Zabovitsky

Printed

Signed

Printed

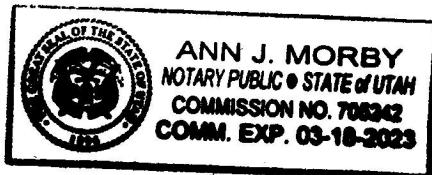
State Of Utah )

ss:

County Of Weber )

On the 2 day of Sept., 2022 personally appeared before me \_\_\_\_\_  
and \_\_\_\_\_ the signers of the within instrument and who duly  
acknowledged to me that they executed the same.

My Commission Expires:



Notary Public

Residing at Ogden, Utah

BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY  
By Scott Jenkins, Chair

ATTEST:

Ricky Hatch

Ricky Hatch, CPA  
Weber County Clerk

