

RESTRICTED LANDSCAPE COVENANT

07-837-0001 thru 0002

This Restricted Landscape Covenant is entered into this 17 day of FEB, 2025 between Sharon Adams, 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)(c) provides an exception to the general secondary water requirement for lots that are "completely covered by pre-existing native wildland vegetation, and will remain so . . . as long as the pre-existing native wildland vegetation remains undisturbed in perpetuity, and is well-established in a manner that makes it relatively unlikely for noxious weed propagation"; and

WHEREAS, the exception requires the recording of a restricted landscape covenant to the lot;

NOW, THEREFORE, the parties agree as follows:

1. In exchange for the approval of the proposed subdivision called the Dreamworks 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. ALL OF LOTS ONE AND TWO OF THE DREAMWORKS SUBDIVISION, WEBER COUNTY, UTAH.
3. On the lots subject to this covenant, Grantor shall ensure that the following requirements are met:
 - a. The natural state of the pre-existing native wildland vegetation shall be preserved.
 - b. The natural wildland vegetation shall be allowed to propagate in a manner that mitigates the growth of noxious weeds.
 - c. The natural vegetation shall remain the dominant feature of the lot or parcel.
 - d. All site preparations for grading, and retaining walls shall be re-vegetated using a natural seed mix that is appropriate for the region.
4. The following conditions also apply:
 - a. No removal or addition of living vegetation is permitted unless the owner acquires the secondary water sufficient to irrigate the lot.
 - b. This covenant may be terminated when adequate secondary water, under the standards of the applicable ordinance, is acquired by the lot owner.
 - c. Any allowance to irrigate does not preclude or nullify any watering restrictions stated within geologic/geotechnical studies.
 - d. Clearing minimal area needed for buildings, driveways, accessory uses, wildfire defensible space, and similar uses is allowed, as long as it does not result in the need for outdoor watering.
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 LOTS ONE AND TWO OF THE DREAMWORKS SUBDIVISION, WEBER COUNTY, UTAH.

Dated this 19 day of February, 20 25.

Signed

Signed

Printed

Printed

State Of Utah)

ss:

County Of Weber)

On the 19th day of February, 20 25 personally appeared before me Michael Moran and _____ the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires: 08/05/2028

Notary Public

Residing at Clearfield, Utah



BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____

_____, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk