

DECLARATION OF AGRICULTURAL PRESERVATION EASEMENT

This Declaration of Agricultural Preservation Easement Agreement (hereinafter "Agreement") concerning Cameron Cove Cluster Subdivision (see Exhibit A) is made as of the ____ day of March 2018, by and between Doug Hamblin ("Developer"), Cameron Cove Cluster Subdivision the Homeowner's Association ("HOA") and Weber County, an incorporated county within the State of Utah ("County"). Developer, the HOA 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 to the preliminary plat submitted to the County for the Cameron Cove Cluster Subdivision ("hereinafter the Subdivision").
- B. Developer is developing the subdivision into a "cluster" development with part of the Subdivision consisting of separate residential building lots and part of the Subdivision consisting of the property to be used as AGRICULTURAL property (hereinafter the "Agricultural Preservation Parcel"). The Agricultural Preservation Property as shown in Exhibit A attached hereto.
- C. Prior to the approval of the final plat for the Subdivision the Covenants, Conditions and Restrictions (CC&Rs") will be recorded against the Subdivision and the Agricultural Preservation Parcel. The CC&Rs shall restrict the use of the Agricultural Preservation Parcel consistent with this Agreement. The CC&Rs shall also allow the HOA to among other things, enforce the use restrictions placed on the Agricultural Preservation Parcel.
- D. In addition the HOA having authority to enforce use restrictions on the Agricultural Preservation Parcel, the County desires to have authority to enforce the use restrictions described herein on the Agricultural Preservation Parcel.

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, the HOA and the County agree as follows:

- 1. Permitted Use of the Agricultural Preservation Parcel: Developer, the HOA and the County agree that the Agricultural Preservation Parcel shall be restricted to the following uses:**
 - a. **Structures:** Only structures used for agricultural purposes may be built on the Agricultural Preservation Parcel. For example including but limited to structures used for the purpose of housing crops, animals, equipment, vehicles, tools, feed and implements. Structures shall not be used for occupancy of humans.
 - b. **Crops:** Permitted crops include but are not limited to melons, wheat, barley, oats, alfalfa, corn and other crops consistent with general use of agricultural property in

Weber County. Harvested crops may be stored in appropriate sheds, barn, silos or other buildings located on the Agricultural Preservation Parcel.

- c. **Animals:** Permitted animals include but are not limited to horses, cattle, bison, elk, llama, dog, cats, sheep, goats and other animals consistent with the general use of agricultural property in Weber County. Animals that are not permitted include the following: reptiles, swine, mink, poultry and waterfowl. The maximum combined number of the animals is fifteen. Generally, waste from the animals must be regularly removed from the Parcel. Waste may be used as fertilizer, provided the waste is tilled, churned or disked into the soil within 30 days from application.
 - d. **Agricultural Preservation Parcel Use:** Except for items stored within appropriate containers, the Agricultural Preservation Parcel such that trash refuse, rubbish, in operable or abandoned equipment, dead animals, scrap lumber, scrap metal, silage, grass clippings, tree clippings, or plant waste that are not visible from the street nearest to the Agricultural Preservation Parcel. Such items may be stored in appropriate containers or structures or screened from street view. No Odor, including smoke from fires ignited for the sole purpose of consuming trash, refuse, rubbish or waste of any kind shall arise from the Agricultural Preservation Parcel so as to render neighboring and adjacent properties unsanitary, unsightly, or offensive. Barbeque grills, fire pits and fire places are allowed.
2. **Easement:** Developer dictates, grants and conveys a perpetual easement to the County and the HOA, upon the Agricultural Preservation Parcel, said easement to be used only to guarantee that the Agricultural Preservation Parcel will remain open and underdeveloped except for the approved uses as set forth above and does not grant the HOA, the County or public at large a right to use the Agricultural Preservation Parcel. The parties agree that this Easement is for the express purpose of enhancing the value and protecting the attractiveness of the Subdivision and as such, the use restrictions started hereto shall run with the Agricultural Preservation Parcel. This agreement is binding upon all claiming any right, title or interest in the Subdivision and shall inure to the benefit of developer, the County and the members of the HOA and their successors, assigns heirs or nominees.
 3. **Ownership:** The parties agree that the Agricultural Preservation Parcel shall only be owned by a person or entity or combination of persons or entities that own a lot within the Subdivision.
 4. **Miscellaneous:** The parties agree that the Agricultural 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 Agricultural Preservation Parcel violates any use restriction for the Agricultural Preservation Parcel, the County may enforce said violation to the extent provided by law.
 5. **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.

- 6. This Agreement may be amended or modified only by a written instrument executed by the County, the HOA and the owners of the Agricultural Preservation Parcel.

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

Dated this ____ day of March, 2018.

Doug Hamblin

State of Utah)
) :ss
County of Weber)

On the ____ day of March, 2018 personally appeared before me this signer of the within instrument, who duly acknowledged to me he executed the same.

BY:
ITS:

State of Utah)
) :ss
County of Weber)

On the _____ day of _____, 2018, personally appeared before me _____ who, being first duly sworn, did say that he is the _____ of Weber County, and that the above instrument was signed on behalf of said County.

Notary Public