

DECLARATION OF AGRICULTURAL PRESERVATION EASEMENT

This Declaration of Agricultural Preservation Easement agreement (hereinafter "Agreement") conserving Sunset Equestrian Cluster Subdivision (see Exhibit A) is made into as of the ____ day of _____, 2017, by and between Saddleback Development, LLC ("Developer"), the Sunset Equestrian Cluster Subdivision 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 the certain property located within Weber County, State of Utah, which is more fully identified to the preliminary plat submitted to the County for the Sunset Equestrian Estates Subdivision Phase 1 (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 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 approval of the final plat for the Subdivision the Covenants, Conditions and Restrictions ("CC&R's") 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 of restrictions placed upon the Agricultural Preservation Parcels, the County desires to have authority to enforce the use restrictions placed on the Agricultural Preservation Parcels.
- D. In addition to the HOA having authority to enforce use restrictions on the Agricultural Preservation Parcels, the County desires to have authority to enforce the use restrictions described herein on the Agricultural Preservation Parcels.

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 uses of the Agricultural Preservation Parcels: Developer, the HOA and the County agree that the Agricultural Preservation Parcels shall be restricted to the following uses:
 - a. **Structures:** Only structures used for agricultural purposes may be built upon the Agricultural Preservation Parcels, For example including but not 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 limited to; melons, wheat, barley, oats, alfalfa, corn and other crops consistent with the general use of agricultural property in Weber County. Harvested crops may be stored in appropriate sheds, barns, silos or other buildings located on the Agricultural Preservation Parcels.
 - c. **Animals:** Permitted animals include but are not limited to; horses, cattle, bison, elk, llama, dogs, 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 or waterfowl. The maximum combined number of animals is fifteen. Generally, waste from the animals must be regularly removed from the parcels. 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 Parcels Use:** Except for items stored within appropriate containers, the Agricultural Preservation Parcels shall be maintained such that trash, refuse, rubbish, inoperable equipment, dead animals, scrap lumber, scrap metal, silage, grass clippings, tree clippings, or plant waste are not to be stored on the parcels. Such items may be stored in appropriate containers or structures and 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 from the Agricultural Preservation Parcels so as to render neighboring and adjacent properties unsanitary, unsightly or offensive. Barbeque grills, fire pits and fireplaces are allowed.
- 2. Easement:** Developer dedicates, grants and conveys a perpetual easement to the County and the HOA, upon the Agricultural Preservation Parcels, said easement to be used only to guarantee that the agricultural Preservation Parcels will remain open and undeveloped except for the approved uses as set forth above and does not grant the HOA, the County or the public at large a right to use the Agricultural Preservation Parcels. The Parties agree that this Agreement is for the express purpose for the enhancing the value and protecting the attractiveness of the Subdivision and as such, the use restrictions stated hereto shall run with the Agricultural Preservation Parcels. 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 Parcels 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 Parcels are required at all times to conform to the use restrictions stated herein and the Weber County Zoning Ordinances. To the extent the Weber County Zoning Ordinances conflict with this Agreement, the Zoning Ordinances shall govern. In the event an owner of the Agricultural Preservation Parcels violates any use restriction for the Agricultural Preservation Parcels, the County may enforce said violation to the full extent provided by law.
- 5. Attorney's Fees:** 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's fees and other costs incurred, in addition to any other relief to which they may be entitled.
- 6. Amendment:** This Agreement may be amended or modified only by a written instrument executed by the County, the HOA and the owners of the Agricultural Preservations Parcels.

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

Dated this _____ day of _____, 2017.

Saddleback Development, LLC

By: Chris Haertel Its: Managing Member

On the _____ day of _____, 2017

STATE OF UTAH)

) :SS

COUNTY OF WEBER)

On the ____ day of _____, 2017, personally appeared before me

_____ who, being first duly sworn, did say the _____ is the

_____ of Saddleback Development, LLC, and the above

instrument was signed on behalf of said Company.

NOTARY PUBLIC

Dated this _____ day of _____, 2017.

Weber County

By: _____ Its: _____

On the _____ day of _____, 2017

STATE OF UTAH)

) :SS

COUNTY OF WEBER)

On the _____ day of _____, 2017, personally appeared before me

_____ who, being first duly sworn, did say the _____ is the

_____ of Wber County, and the above instrument was signed on behalf of said County.

NOTARY PUBLIC