

When Recorded Return To:

Clay & Amy Rasmussen

4666 W 2200 S

Ogden UT 84401



W3183075

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for your records

EH 3183075 PG 1 OF 6
LEANN H KILTS, WEBER COUNTY RECORDER
13-SEP-21 1137 AM FEE \$40.00 DEP TN
REC FOR: TOLLER

With Copy To:

Taylor West Weber Water Imp. Dist.

2815 West 3300 South

West Haven UT 84401

DECLARATION OF COVENANT

pertaining to parcel no. 15-084-0016.

THIS COVENANT is made by CLAY RASMUSSEN & AMY RASMUSSEN, owner(s) of certain real property herein described.

RECITALS

WHEREAS, Grantor is the owner of certain real property in Weber County described in Attachment A ("Property"); and

WHEREAS, certain improvements which would allow for Grantor to connect to pressurized secondary water at the Property are unavailable as of the date of execution of this Covenant, and

WHEREAS, Grantor does have culinary water access granted through the Taylor West Weber Water Improvement District ("District"); and

WHEREAS, the purpose of this Covenant is to ensure that Grantor or Grantor's successors in the Property will connect to the secondary pressurized water system in a timely matter as herein described; and

WHEREAS, Grantor does also desire to convey ½ share of Grantor's secondary water right in the Wilson Irrigation Company, hereinafter described to the Taylor West Weber Water District ("District") to hold until such pressurized water system becomes available; and

THEREFORE, in exchange for valuable consideration, including the mutual covenant contained in this Agreement, the Grantor covenants and agrees as follows:

AGREEMENTS

1. Grantor does convey to District 1/2 share of Grantor's Property water rights in the Wilson Irrigation Company. Grantor must have the share transferred into Taylor West Weber Water Improvement District's name and is responsible for the transfer fees and transfer of this share. This 1/2 share will remain attached to the Property and will be held in trust by District until it is turned over to the pressurized secondary water provider when it becomes available at the Property. District agrees it will not sell or otherwise convey to any party this 1/2 share except as provided herein.

2. If Grantor desires to use its water share for flood irrigation until the pressurized system is available, District will allow use of this 1/2 share to Grantor for the price of the yearly Wilson Irrigation Company's taxes/assessments. If Grantor opts not to exercise its right to use this water share, it will be the District's responsibility to pay the yearly taxes/assessments or allow them to be rented in lieu of paying the yearly taxes/assessments.

Initial Grantor desires to use its water share for flood irrigation and will be responsible to pay the yearly taxes/assessments.

Initial Grantor opts not to use its water share and the District will pay the yearly taxes/assessments or allow it to be rented in lieu of paying the yearly taxes/assessments.

3. The homeowner will be required to pay for and connect to the pressurized secondary water system within six months after the pressurized secondary water provider has installed water lines providing for connectivity to the Property. District reserves the right to ensure that all sprinkling lines are disconnected from the District's water supply before the property is connected to the pressurized secondary water. In the event the pressurized secondary water provider requires Grantor to obtain more than 1/2 share to connect to pressurized secondary water, Grantor shall be required to purchase any and all necessary share(s) to establish the required connection.

4. If Grantor fails to connect to the pressurized secondary water system within six months after the availability of pressurized secondary water lines, Grantor will be responsible for payment to District of all imposed monthly rates and/or fines (in addition to the regular usage rate).

5. It is the intention of the Grantor that this Covenant and all terms and conditions contained herein shall run with the land and with the title to the Property in perpetuity, and shall apply to and be binding upon and the successors and assigns of Grantor and to any and all parties hereafter having any right, title or interest in the affected Property or any part thereof. Every provision of this Covenant that applies to the Grantor or District shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.

6. This Covenant shall not be terminated or modified without the express written consent of the District. Any agreed upon modification shall be recorded in the Weber County Recorder's Office.

7. District shall be responsible to submit the fully executed original document to the Weber County Recorder's Office for proper recording and filing of this document. Grantor is responsible for all fees associated therewith.