BUILDING ON A PRIVATE RIGHT OF WAY/ACCESS EASEMENT
EQUITABLE SERVITUDE AND COVENANT
(TO RUN WITH THE LAND)

This Covenant is entered into this 12th day of August, 2021 between_____,hereafter referred to as Grantor, and Weber County, Grantee, hereafter referred to as County.

WHEREAS, Grantor has applied for approval from the County for access by a private right of way/access easement, which is allowed in the Uniform Land Use Code of Weber County, Utah (LUC) if an applicant meets the specific criteria and conditions set forth in LUC §108-7-29 and §108-7-31 for lots that do not have frontage on a public street but have access by a private right-of-way/access easement; and

WHEREAS, based on substantial evidence, it has been shown that it is unfeasible or impractical to extend a public street to serve Grantor's lot(s), the County finds that circumstances support the approval of a private right-of-way/access easement as access to the lot(s); and

WHEREAS, access to the lot is only feasible or practical at this time by means of a private right-of-way easement at least 30 ft. wide;

NOW THEREFORE, as a condition of approval for access by a private right of way/access easement as outlined in LUC§ 108-7-31(2)(b), the Grantor(s) hereby executes this equitable servitude and perpetual covenant, which the parties intend to run with the land and be binding on Grantor and its assigns and other successors in interest. If at any time in the future the County deems it necessary to replace the private right-of-way/access easement with a public street that would serve as access to additional lots, the Grantor covenants to deed the area(s) of land encumbered by the private right-of-way/access easement without financial compensation from Weber County, and pay a proportionate amount of the costs associated with developing a public street. The cost allocation will only apply to the private right of way/access easement identified as an area 30 feet in width and 890 feet in length as shown on the recorded subdivision plat providing access to the subject property.

Legal description of Grantor's subject property and Right of Way location is as follows:

See attached plat map

By _____   _____
       GRANTOR   Date

On the _____ day of _____, 20___, appeared before me_____,
Grantor, and acknowledged that it had executed the above Covenant.

                                                   _____
                                                   NOTARY PUBLIC

                                                   Residing at _____, Utah