

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

This Covenant is entered into this 7 day of December, 2022, between Phillip N. Hale, 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, the County finds that circumstances support the approval of a private right-of-way/access easement as access to the lot; and

WHEREAS, access to the lot is only feasible or practical at this time by means of a private right-of-way at least 20 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. Grantor covenants to pay a proportionate amount of the costs associated with developing a public street 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 cost allocation will only apply to the private right of way/access easement identified as an area 20 feet in width and 512 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:

A PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 2 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON SOUTH RIGHT-OF-WAY LINE OF 500 SOUTH STREET BEING LOCATED SOUTH 00°03'49" WEST 804.98 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90°00'00" WEST 1857.64 FEET FROM THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; RUNNING THENCE SOUTH 00°27'10" EAST 582.63 FEET; THENCE SOUTH 45°27'10" EAST 42.43 FEET; THENCE SOUTH 00°27'10" EAST 442.72 FEET; THENCE NORTH 89°32'50" EAST 250.00 FEET; THENCE SOUTH 00°27'10" EAST 337.13 FEET; THENCE NORTH 81°01'33" WEST 888.94 FEET; THENCE NORTH 01°06'18" WEST 751.98 FEET; THENCE NORTH 89°32'50" EAST 248.53 FEET; THENCE NORTH 00°27'10" WEST 517.76 FEET TO SAID SOUTH RIGHT-OF-WAY LINE; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH 86°47'49" EAST 357.69 FEET TO THE POINT OF BEGINNING.

LOT 2, HALE KINDERFARM, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WEBER COUNTY RECORDER'S OFFICE.

PARCEL NO.: 21-151-0002

For right of way location, See attached plat map.

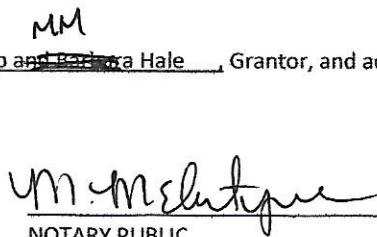
By   
Phillip N. Hale  
GRANTOR

Dec. 7, 2022

Date

On the 7 day of December, 2022, appeared before me Phillip and Barbara Hale, Grantor, and acknowledged that it had executed the above Covenant.



  
NOTARY PUBLIC  
Residing at Huntsville, Utah