



W3266503

E# 3266503 PG 1 OF 4

LEANN H KILTS, WEBER CTY. RECORDER
09-DEC-22 2:29 PM FEE \$.00 TN
REC FOR: WEBER COUNTY PLANNING

Water Well Joint Use Agreement

THIS AGREEMENT, made between and entered into this 23rd day of November, 2022, by and between **Alexander Cheung and Nicole Cheung**, husband and wife, hereinafter referred to as Property Owners A1 and A2, and **Alexander and Nicole Cheung**, husband and wife, hereinafter referred to as Property Owners B1 and B2, and **Alexander and Nicole Cheung**, husband and wife, hereinafter referred to as Property Owners C1 and C2.

RECITALS:

22-413-0001-0003

- (1) Property Owners A1 and A2 own and hold title to the following described real property located in Weber County, State of Utah, to-wit:

5055 Indigo Sky Drive, 3.71 acres (Lot 1 of Meadow Haven Subdivision)

- (2) Property Owners B1 and B2 own and hold title to the following described real property located in Weber County, State of Utah, to-wit:

5035 Indigo Sky Drive, 3.00 acres (Lot 2 of Meadow Haven Subdivision)

- (3) Property Owners C1 and C2 own and hold title to the following described real property located in Weber County, State of Utah, to-wit:

4985 Indigo Sky Drive, 3.25 acres (Lot 3 of Meadow Haven Subdivision)

- (4) Residences to be located on each of the above described parcels, the culinary water supply for which originates in a well located on the real property owned by Property Owners A1 and A2.

- (5) Property Owners A1 & A2, B1 & B2, C1 & C2, hereinafter referred to as "The Property Owners," hereto desire to set forth in writing their agreement regarding the joining usage of said well and provide easements for pipelines running from said well to their respective residences.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

- (a) The Property Owners agree that the culinary well located at:

5055 Indigo Sky Drive

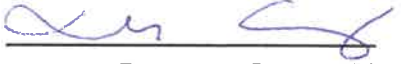
- (b) **USAGE & ACCOUNTABILITY.** The Property Owners acknowledge and agree that an electrical meter will be installed at the well site, which meters the total electrical usage by The Property Owners and that individual water meters will be installed on each set of Property Owners' water line, which meter water flow. The Property Owners agree to pay their proportionate share of all electrical charges on a monthly basis, based on the ratio of each set of Property Owners' water flow for the period of usage to the total flow. It is further agreed that Property Owners A1 & A2 shall carry the electrical account for the water in their names and shall bill the other sets of Property Owners for their proportionate share thereof on a monthly basis.
- (c) **SHARED COSTS & DECISION MAKING.** The Property Owners agree that all costs connected with the operation and maintenance of the well, pump, and related equipment, except electrical usage, shall be borne equally by The Property Owners and that all decisions pertaining to the operation and maintenance of the well shall be made by majority vote of the Property Owners in interest.
- (d) **WATER SHARES.** The Property Owners acknowledge and agree that as a condition precedent to the use of the well, each set of Property Owners will maintain a rental agreement with the Weber Basin Water Conservancy District for 1 acre foot of water per year, together with the right to divert said quantity of water at the above described well site.
- (e) **EASEMENTS FOR MAINTENANCE.** Property Owners A1 & A2 hereby grant, convey, transfer and deliver unto Property Owners B1 & B2 and Property Owners C1 & C2, over and across the real property owned by Property Owners A1 & A2, as above described, a permanent easement for purposes of installation, maintenance and repair of a water line running from the well site located on:
- the southeastern corner of 5055 Indigo Sky Drive
- To the residences or other places of usage on the real properties owned by Property Owners B1 & B2 and Property Owners C1 & C2 as hereinabove described.
- (f) **COSTS AND ATTORNEYS FEES.** In the event any Party defaults in the

performance of the covenants and conditions contained herein, the defaulting Party shall pay and be responsible to pay all costs incurred by the non-defaulting Parties in the enforcement of this Agreement, including, without limitation, reasonable attorneys fees, whether enforcement is pursued through litigation or otherwise.

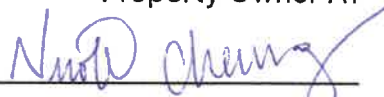
(g) DROUGHT OR SHORTAGE CONDITIONS. During times of drought or other periods of natural or man-caused shortage conditions beyond the reasonable control of any of the Parties (defined as those periods where due to natural conditions, judicial or administrative orders, the Water System cannot be utilized at full capacity for which it is equipped), the Parties shall proportionately curtail their use of water and shall share equally in the available water supply on the basis of 1/3 each.

(h) TRANSFER OF OWNERSHIP. This agreement shall become binding upon and inure to the benefit of The Property Owners, their heirs, successors, and assigns and is intended to create a covenant which will run with the respective parcels of real property hereinabove described.

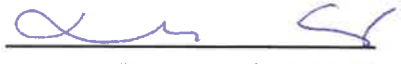
IN WITNESS WHEREOF, The Property Owners have hereunto set their hands the day and year first above written.



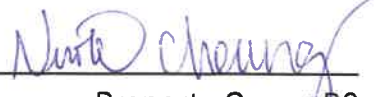
Property Owner A1



Property Owner A2



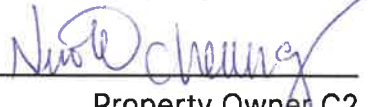
Property Owner B1



Property Owner B2



Property Owner C1



Property Owner C2

ACKNOWLEDGMENTS

STATE OF UTAH)

:ss.

County of *Weber*

On the day of November ~~23~~ 2022, appeared before me PROPERTY OWNER A1 **Alexander Cheung** and PROPERTY OWNER A2 **Nicole Cheung**, who are personally known, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to this instrument, and who acknowledged that they executed the same.



M. McIntyre
NOTARY PUBLIC

STATE OF UTAH)

:ss.

County of *Weber*

On the day of November ~~23~~ 2022, appeared before me PROPERTY OWNER B1 **Alexander Cheung** and PROPERTY OWNER B2 **Nicole Cheung**, who are personally known, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to this instrument, and who acknowledged that they executed the same.



M. McIntyre
NOTARY PUBLIC

STATE OF UTAH)

:ss.

County of *Weber*

On the day of November ~~23~~ 2022, appeared before me PROPERTY OWNER C1 **Alexander Cheung** and PROPERTY OWNER C2 **Nicole Cheung**, who are personally known, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to this instrument, and who acknowledged that they executed the same.



M. McIntyre
NOTARY PUBLIC



W3266505

E# 3266505 PG 1 OF 2

LEANN H KILTS, WEBER CTY. RECORDER
09-DEC-22 2:31 PM FEE \$.00 TN
REC FOR: WEBER COUNTY PLANNING

**DEED COVENANT AND RESTRICTION TO RUN WITH THE LAND
PRIVATE DRINKING WATER SYSTEM**

All of the provisions of this deed covenant and restriction shall run with the land.

The description of the property is as follows:

Meadow Haven Subdivision Lot 1-3

22-413-0001
- 0003

Notice is hereby given that the aforementioned property utilizes a private well/spring as culinary water. At the time of development, intermittent testing for Total Coliform, a Primary Drinking water contaminate(s), was found to be at a concentration exceeding the established Max Contaminant Level (MCL) as established in the Weber-Morgan Health Department Installation and Approval of Nonpublic Water Systems and Private Water Production Wells Regulation in place at the time of final approval.

The Owner(s) of the above described property hereby covenants and agree:

- (1) Adequate treatment must be installed on all potable water connections which will remove the contaminant(s) in question to a level which meets Weber-Morgan Health Department's MCL requirement.
- (2) Written Operations and Maintenance procedures will be available and administered to the water system to ensure all culinary water passes through the treatment device prior to occupancy, whether temporary or permanent.
- (3) No water will be available for culinary use when power is not available to the treatment device, and/or treatment must be available without a power source.
- (4) Any untreated water available for use must be labeled as "Non-Potable".
- (5) The Owner(s) are responsible for all system maintenance and to immediately correct, repair, add to or replace the treatment system if needed upon malfunction of the system; or, at the direction of the Weber-Morgan Health Department.

Weber-Morgan Health Department
477 E. 23rd Street
Ogden, Utah 84401
Phone: (801) 399-7160

In Witness Whereof, the parties hereto have executed this covenant this 9 day of December, 2022

Signed: 

Print Name: Alexander Cheung
Owner

State of Utah)

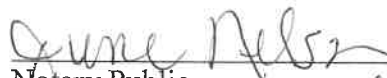
SS

County of Morgan)

On the 9 day of December 2022 personally appeared before me

Alexander Cheung and _____

Signee of the foregoing instrument, who duly acknowledged to me that they executed the same.


Notary Public
Residing at Weber County

My Commission Expires:





W3266506

**RESTRICTED LANDSCAPE COVENANT
FOR THE ALLOCATION OF PRIVATE WELL WATER**

This Restricted Landscape Covenant is entered into this 6th day of October, 2022 between Alexander and Nicole Cheung, hereafter referred to as Grantor, and Weber County, Grantee, hereafter referred to as County.

WHEREAS, Grantor has applied for approval from the County for a subdivision, which requires conformity with the Uniform Land Use Code of Weber County, Utah (LUC); and

WHEREAS, if an applicant meets the specific criteria and conditions outlined in the LUC, the subdivision plat may be forwarded to the County Commission for final approval; and

WHEREAS, LUC section 106-4-2.1(b)(2) generally requires subdivision applicants to provide "sufficient secondary water" to ensure that all areas of each lot "that will be landscaped with living plant materials can be regularly watered," either by obtaining secondary water from a water service provider or by using private wells that have met specified requirements; and

WHEREAS, LUC section 106-4-2.1(b)(2)(b) states that "if secondary water will be provided by a private well, then by default, a water allocation sufficient to water 30 percent of the lot is required unless specifically provided otherwise herein. This percent shall be increased to the actual area watered if more than 30 percent of the lot is or will be watered. This percent may be reduced to the actual percentage of the lot covered by vegetation that is not drought-tolerant or non-native wildland"; and

WHEREAS, the private well water allocation requires the recording of a restricted landscape covenant to the lot if non-drought-tolerant or non-native vegetation covers less than 30 percent of the lot and the water quantity is to be reduced to the percentage covered by such types of vegetation;

22-413-0001-0003

NOW, THEREFORE, the parties agree as follows:

1. In exchange for the approval of the proposed subdivision called the Meadow Haven Subdivision, Grantor hereby executes this covenant, which the parties intend to run with the land and to be binding on Grantor and its assigns and other successors in interest.
2. Grantor consents to this covenant being recorded on the following lots in the subdivision:
 - a. (Lots 1, 2, and 3)
3. On the lots subject to this covenant, Grantor shall ensure that the following requirements are met:
 - a. All areas with drought-tolerant vegetation are provided sufficient water allocation and an automatic watering system is installed with separate valves and stations on which vegetation with similar watering needs shall be grouped.
 - b. The area of non-drought tolerant vegetation is restricted to the actual area allowed by the lot's water allocation, water rights, or water shares, given the water duty for crop irrigation as prescribed by the Utah Division of Water Rights.
 - c. A note is placed on the final plat that generally explains the landscape and watering restrictions per lot, and references the recorded covenant, and specifies the automatic watering system requirements.
 - d. The approved Exchange Application from the Utah Division of Water Rights is submitted to the County for each well. It shall demonstrate the total acre-feet approved for each well, and demonstrate that all proposed wells within the subdivision, including all phases, were simultaneously submitted to the division for approval..
4. The following conditions also apply:
 - a. No additional non-drought-tolerant or non-native vegetation may be added to the lot until after the water allocation is increased to an amount sufficient to water the percentage of the lot that will be covered by such vegetation.
 - b. Any allowance to irrigate does not preclude or nullify any watering restrictions stated within


geologic/geotechnical studies.

5. If this Covenant is breached or violated in any way, County may at its option, require immediate termination of the offending use. County hereby reserves all rights of enforcement and other remedies available at law. This Covenant shall remain in effect regardless of the amount of time the Property is used in violation of the Covenant.

The legal description of Grantor's subject property is as follows:

All lots in the Meadow Haven Subdivision, Weber County, Utah

Dated this 6th day of October, 2022.


Signed _____

Alexander Cheung
Printed _____


Signed _____

Nicole Cheung
Printed _____

State Of Utah)

ss:

County Of Weber)

On the 6 day of October, 2022 personally appeared before me Nicole Cheung and Alexander Cheung the signers of the within instrument and who duly acknowledged to me that they executed the same.

My Commission Expires: 10/27/2025


Notary Public

Residing at 1315 7400 Huntsville, Utah 84317



BOARD OF COUNTY COMMISSIONERS OF WEBER COUNTY

By _____
Chair

ATTEST:

~~_____
Ricky Hatch, CPA
Weber County Clerk~~



W3266507

E# 3266507 PG 1 OF 2
LEANN H KILTS, WEBER CTY. RECORDER
09-DEC-22 232 PM FEE \$.00 TN
REC FOR: WEBER COUNTY PLANNING

**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, 2022 between Alexander and Nicole Cheung, 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.

22-413-0001 - 0003

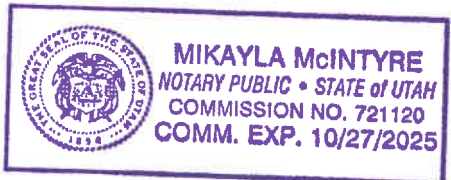
Legal description of Grantor's subject property and Right of Way location is as follows:

See attached plat map

By 
GRANTOR

10/6/22
Date

On the 6 day of October, 2022, appeared before me Alexander and Nicole Cheung, Grantor, and acknowledged that it had executed the above Covenant.




NOTARY PUBLIC

Residing at 131 S 2400 E Huntsville, Utah 84317



W3266508

**PRIVATE WELLS
DEED COVENANT AND RESTRICTION
TO RUN WITH THE LAND**

E# 3266508 PG 1 OF 1
LEANN H KILTS, WEBER CTY. RECORDER
09-DEC-22 2:33 PM FEE \$5.00 TN
REC FOR: WEBER COUNTY PLANNING

Notice is hereby given that private wells are part of the development of . The wells for this subdivision have not been drilled, tested, and the quantity and quality of the water is unknown. A restrictive easement providing a zone of protection from all concentrated sources of pollution is to extend 100 ft. in all directions from the well.

The process required to obtain a source of water from a well may take six (6) months or longer for approval from the State of Utah, and a proven source of water may or may not be established.

Notice is hereby given that no waste water system permits can be issued until there is a proven water source, and no building permits can be issued until a waste water system permit has been issued.

DATED this 6th day of October, 2022

Nash Chung
Subdivider

[Signature]
Subdivider

22-6/13-0001
0002
0003

STATE OF UTAH)
 SS:
COUNTY OF WEBER)

On the 6 day of October, 2022 personally

appeared before me Nicole Cheung and Alexander Cheung the signers of the within instrument and who duly acknowledged to me that they executed the same.



Notary Public M. McIntyre
Residing at: 131 S 7400 E
Huntsville UT 84317