

DOC # 20190005013

Easements Page 1 of 4  
Russell Shirts, Washington County Recorder  
02/11/2019 09:40:41 AM Fee \$ 0.00  
By WASHINGTON COUNTY WATER CONSERV DIST



WHEN RECORDED RETURN TO:

Washington County Water Conservancy District  
533 E. Waterworks Dr.  
St. George, Utah 84770

Space Above This Line for Recorder's Use

Serial No. W-5-2-13-243

**WATER CONSERVATION EASEMENT**  
*(Commercial/Industrial Parcel)*

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 13<sup>th</sup> day of December 2018, by [Name] KURT C. KEAD, [Title] VICE PRESIDENT of [Business Name] RSE AV ST. GEORGE VII, L.P. (the "Grantor"), in favor of the WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah, ("Grantee"), Grantor and Grantee hereinafter jointly referred to as the "Parties."

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"), and

WHEREAS, Grantee has established a water impact fee (Water Availability Fee, "WAF") which is required to be paid prior to recording of a subdivision plat or issuance of a building permit; and

WHEREAS, Grantor desires to limit the use of water for outside irrigation on the Property and thereby avoid payment of the WAF for areas over 12,534 square feet on the Property, and Grantor desires to ensure that those areas remain permanently without irrigated landscaping; and

WHEREAS, Grantee is willing to waive the WAF owed for those areas where irrigation is prohibited in accordance with this Water Conservation Easement and subject to the conditions set forth herein; and

WHEREAS, Grantor intends, as owner of the property, to convey to Grantee the right to ensure that water used for outside irrigation is prohibited as set forth herein or, if such water use is not prohibited, to collect the WAF which would otherwise have been owed.

NOW THEREFORE, in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, including the mutual covenants, terms, conditions, and restrictions contained herein, the Grantor does hereby voluntarily grant and convey to Grantee a water conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purposes of this Easement are to ensure that water used for outside irrigation on the Property is prohibited as set forth herein or, if such water use is not prohibited, to allow the Grantee to collect the WAF which would otherwise have been owed. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with this Easement and the provisions of this Easement. The Grantor executes this Easement to be recorded and which shall be an encumbrance upon the Property.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property;

(b) To remedy any violation of this Easement as set forth below.

4. Prohibited Uses. Any activity which increases the total area of landscaping requiring irrigation on the Property to more than 12,534 square feet is prohibited.

5. Reserved Rights. Grantor reserves to itself, and to its representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein.

6. General Provisions.

(a) Duration of Easement. This easement shall continue in perpetuity.

(b) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

7. Violations and Remedies. Grantee may enforce the terms and conditions of this Easement as follows:

(a) Remedies. If Grantee believes that Grantor is in violation of the terms of this easement or that a violation is threatened, Grantee shall give written notice to Grantor of the alleged violation and request corrective action. Grantor and Grantee agree to endeavor in good faith to resolve any dispute regarding any alleged violation of the easement. If Grantor and Grantee are unable to resolve a dispute regarding an alleged violation within 45 days from Grantor's receipt of written notice, Grantor shall pay to Grantee the WAF owed in that year for

every square foot of irrigated area in excess of the amount set forth in paragraph 4 above (for example, if the excess area is 1,000 square feet, the impact fee would be owed for an additional 1,000 square feet at the rate specified in Grantee's impact fee enactment in effect at the time of payment).

(b) Costs of Enforcement. The parties shall bear their own costs, including attorney's fees, in any action brought with respect to this easement.

(c) Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever

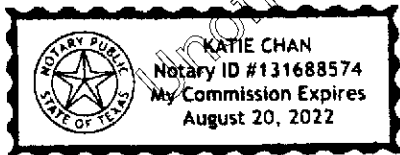
IN WITNESS WHEREOF, Grantor has set his/her hand on the day and year first above written.

GRANTOR

By: [Signature]  
Name: KURT C. READ  
Title: VICE PRESIDENT

STATE OF ~~UTAH~~ TEXAS )  
                  DALLAS                  : ss.  
COUNTY OF ~~WASHINGTON~~ )

On the 23<sup>rd</sup> day of JANUARY, 20 19, personally appeared before me [NAME] KURT C. READ, [TITLE] VICE PRESIDENT of the [BUSINESS NAME] RSE AV ST. GEORGE VII, L.P, hereinafter "CORPORATION/PARTNERSHIP" who acknowledged to me that he/she executed the foregoing instrument on behalf of the CORPORATION/PARTNERSHIP by appropriate authority, and that the document was the act of CORPORATION/PARTNERSHIP for its stated purpose.



[Signature]  
NOTARY PUBLIC

**EXHIBIT A**

Beginning at a point which is North  $00^{\circ}54'18''$  East 2599.37 feet along the Center Section Line and North  $90^{\circ}00'00''$  East 358.61 feet from the South Quarter Corner of Section 13, Township 42 South, Range 15 West, Salt Lake Base and Meridian; said point also being a point on the Easterly Right-of-Way of Washington Parkway, recorded on July 5, 2006, as Document No. 20060029317 in the Office of the Washington County Recorder, in said County, State of Utah; running thence along said Easterly Washington Parkway Right-of-Way the following (3) three courses: North  $04^{\circ}36'52''$  West 230.02 feet to the point of curvature of a 3447.00 foot radius curve concave to the right; thence Northwesterly 338.91 feet along the arc of said curve through a central angle of  $5^{\circ}38'00''$  to the point of tangency; thence North  $01^{\circ}01'08''$  East 130.94 feet to the point of curvature of a 25.00 foot radius curve concave to the right, said point also being a point on the Southerly Right-of-Way of Sandy Talus Drive recorded on February 27, 2007 as Document No. 20070010003 in the Office of the Washington County Recorder, in said County, State of Utah; thence along said Southerly Right-of-Way of Sandy Talus Drive the following (3) three courses: Northwesterly 39.27 feet along the arc of said curve through a central angle of  $90^{\circ}00'19''$  to the point of tangency; thence South  $88^{\circ}58'43''$  East 404.20 feet to a point on the arc of a 25.00 foot radius curve concave to the right, the radius point which bears South  $01^{\circ}18'48''$  East; thence Southeasterly 40.29 feet along the arc of said curve through a central angle of  $92^{\circ}19'56''$  to the point of tangency, said point also being a point on the Westerly Right-of-Way of Red Stone Road; thence along said Right-of-Way of Red Stone Road the following (6) six courses: South  $01^{\circ}01'08''$  West 2.30 feet to the point of curvature of a 1035.00 foot radius curve concave to the left; thence Southeasterly 163.53 feet along the arc of said curve through a central angle of  $9^{\circ}03'10''$  to the point of tangency; thence South  $08^{\circ}02'02''$  East 339.15 feet to the point of curvature of a 165.00 foot radius curve concave to the right; thence Southwesterly 269.03 feet along the arc of said curve through a central angle of  $93^{\circ}25'08''$  to the point of tangency; thence South  $85^{\circ}23'06''$  West 309.67 feet to the point of curvature of a 25.00 foot radius curve concave to the right; thence Northwesterly 39.27 feet along the arc of said curve through a central angle of  $90^{\circ}00'01''$  to the point of tangency, said point also being a point on the said Easterly Right-of-Way of Washington Parkway and the point of beginning; the lands surveyed, shown and described hereon is the same lands as described in the Title Insurance Commitment No. 105877-TTF - 3rd Amended, issued by Chicago Title Insurance Company with an effective date of September 5, 2018."