

**WHEN RECORDED RETURN TO:**

W.C. Water Cons. District  
533 East Waterworks Dr.  
St. George, Utah 84770

**DOC # 20150005042**

Easements Page 1 of 4  
Russell Shirts Washington County Recorder  
02/17/2015 12:11:33 PM Fee \$ 0.00  
By WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. H-4205-D-7, H-4205-D-4

**WATER CONSERVATION EASEMENT**

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 19 day of November 2014, by David W. Wilkey, (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 intends to develop the Property into a residential subdivision to be known as

The Retreat at Sand Hollow Resorts, Phase 2, containing 38 lots; and

WHEREAS, Grantee has established a water impact fee (Water Availability Fee, "WAF") which is required to be paid prior to 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 5,000 square feet per lot on the Property; and

WHEREAS, Grantee is willing to waive a portion of the WAF that would otherwise be owed on each lot on the Property and limit the amount paid per lot to the amount applicable to one equivalent residential unit as set forth in the Grantee's Capital Facilities Plan ("CFP"), 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 limited as set forth herein or, if such water use is not limited, 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 limited as set forth herein or, if such water use is not limited, 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.

3. **City Ordinances.** The Grantor agrees to comply with any ordinance passed by the City which applies to the Property restricting outside irrigation or imposing water conservation rates, even if subsequently passed.

4. **Prohibited Uses.** Any activity which increases the total area of landscaping requiring irrigation on the Property to more than five thousand (5,000) square feet per lot 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 in excess of 10,000 (for example, if the lot is 12,000 sf, the impact fee would be owed for an additional 2,000 sf).

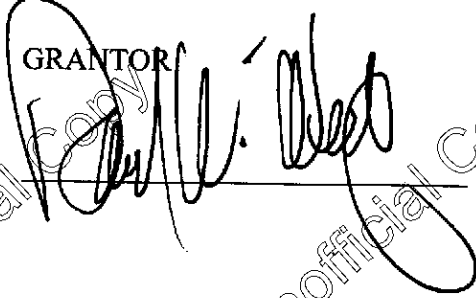
(b) **Costs of Enforcement.** The parties shall bear their own costs, including attorney's fees, in any action brought with respect to this easement.

(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.

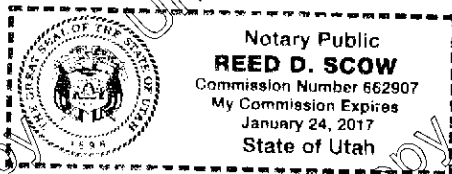
IN WITNESS WHEREOF, Grantor has set his/her hand on the day and year first above written.

GRANTOR



STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On the 19 day of November, 2014 personally appeared before me, Dwight W. Wilkey, and acknowledged to me that he/she executed the foregoing instrument.



Reed D. Scow  
NOTARY PUBLIC

**Exhibit A**

**[METES AND BOUNDS DESCRIPTION]**

BEGINNING AT A POINT NORTH  $89^{\circ}46'11''$  EAST 1329.79 FEET ALONG THE CENTER SECTION LINE TO A 1/16 CORNER FROM THE WEST 1/4 CORNER OF SECTION 23, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH  $00^{\circ}04'34''$  EAST 1320.89 FEET ALONG THE 1/16 LINE TO A 1/16 CORNER; THENCE SOUTH  $89^{\circ}44'56''$  WEST 369.87 FEET; THENCE SOUTH  $00^{\circ}14'52''$  EAST 99.98 FEET; THENCE SOUTH  $04^{\circ}05'27''$  EAST 43.10 FEET; THENCE SOUTH  $00^{\circ}14'52''$  EAST 122.176 FEET; THENCE SOUTH  $11^{\circ}11'30''$  EAST 374.58 FEET; THENCE SOUTH  $00^{\circ}04'34''$  WEST 630.60 FEET; THENCE SOUTH  $05^{\circ}09'55''$  WEST 94.06 FEET; THENCE SOUTH  $20^{\circ}16'22''$  WEST 86.67 FEET; THENCE SOUTH  $32^{\circ}57'28''$  WEST 90.09 FEET; THENCE SOUTH  $49^{\circ}05'50''$  EAST 273.94 FEET; THENCE SOUTH  $49^{\circ}26'48''$  EAST 43.95 FEET; THENCE SOUTH  $53^{\circ}05'04''$  EAST 173.45 FEET; THENCE NORTH  $00^{\circ}04'05''$  EAST 506.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.496 ACRES