



**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. \_\_\_\_\_

*SMC*  
*SEE EXHIBIT A*

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

THIS GRANT OF WATER CONSERVATION EASEMENT is made this 17 day of MAY 2016, by TYLER MEYERS, PRESIDENT of JAWL FISHER CONST. (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 5,000 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 Grantor's 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 \_\_\_\_\_ 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.

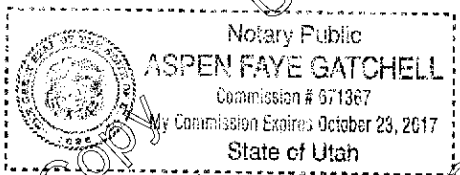
IN WITNESS WHEREOF, Grantor has set his/her hand on the day and year first above written.

GRANTOR

By: Tyler Meyers  
Name: Tyler Meyers  
Title: Pres.

STATE OF UTAH )  
 : ss.  
COUNTY OF WASHINGTON )

On the 17 day of MAY, 2016, personally appeared before me  
[NAME] Tyler Meyers, [TITLE] President of the  
Ida Fisher Construction, 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.



Aspen Faye Gatchell  
NOTARY PUBLIC

**Exhibit A**

All of lots 601-612, Escapes at the Ledges Subdivision, Phase 6, which is located in St. George Utah, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah.

SG-ESLE-6-601

SG-ESLE-6-602

SG-ESLE-6-603

SG-ESLE-6-604

SG-ESLE-6-605

SG-ESLE-6-606

SG-ESLE-6-607

SG-ESLE-6-608

SG-ESLE-6-609

SG-ESLE-6-610

SG-ESLE-6-611

SG-ESLE-6-612

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy



SG-ESLE-2-207 2-208

SG-ESLE-2-209 2-210 2-211

SG-ESLE-1-112 1-113 1-114 1-115 1-116 1-117

Escapes Dr

SG-ESLE-1-103 1-102 1-101

SG-ESLE-1-107

Write Beach Dr

SG-SLE-1-111 1-110

Caledonia Dunes Dr

Caledonia Dunes Cir

Arcadian Shores Dr

Canyon Tree Dr

