



WHEN RECORDED RETURN TO:

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

Space Above This Line for Recorder's Use

Serial No. T-107-B-1 and T-3-1-12-33001

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 1 day of August, 2017, MVA TRE, LLC + Dixie Nicole Baker formally known as, Dixie Nicole Baker; member of MVA TRE, LLC 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

Mesa Views, Phase 1, containing 20 lots; and
at Trail Ridge Estates

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.

Signatures on succeeding page

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GRANTOR

By: [Signature]

Name: Jackson Paul Ream

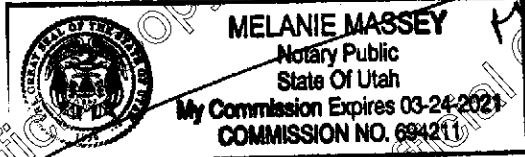
Title: Member

STATE OF UTAH

COUNTY OF WASHINGTON

) ss.

On the 1 day of Aug, 2017, personally appeared before me
[NAME] JACKSON PAUL REAM, [TITLE] Member of the
MV AT RENO, 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



GRANTOR

Dixie Nicole Baker formerly known as *Dixie Nicole Bean*

STATE OF UTAH)

COUNTY OF WASHINGTON) ss.

On the 1 day of Aug., 2017 personally
appeared before me, Dixie Nicole Baker, and acknowledged to me that he/she
executed the foregoing instrument.



Melanie Massey

NOTARY PUBLIC

GRANTOR

By: *Dixie Nicole Baker*

Name: *Dixie Nicole Baker formally known as, Dixie Nicole Ream*

Title: *Member*

STATE OF UTAH

COUNTY OF WASHINGTON

ss.

On the 1 day of AUG, 2017, personally appeared before me
[NAME] *Dixie Nicole Baker*, [TITLE] *Member* of the
MV at TREX LLC, 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.



Melanie Massey
NOTARY PUBLIC

EXHIBIT "A" - LEGAL DESCRIPTION

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N00°18'39"W, ALONG THE SECTION LINE, 409.59 FEET; THENCE N90°00'00"E, 8.61 FEET TO THE POINT OF BEGINNING. SAID POINT BEING THE NORTHEASTERLY CORNER OF LOT 43, TRAIL RIDGE ESTATES PHASE 1 "AMENDED AND EXTENDED" SUBDIVISION; THENCE DEPARTING SAID SUBDIVISION AND RUNNING S71°51'14"E, 254.20 FEET; THENCE S41°31'07"E, 211.34 FEET; THENCE S13°09'18"W, 222.19 FEET; THENCE S33°21'35"W, 400.00 FEET; THENCE S56°38'25"E, 110.00 FEET; THENCE S48°09'43"E, 50.55 FEET; THENCE S56°38'25"E, 100.00 FEET; THENCE N33°21'35"E, 24.20 FEET; THENCE S56°38'25"E, 100.00 FEET; THENCE S47°12'25"E, 50.69 FEET; THENCE S56°38'25"E, 150.40 FEET; THENCE S38°51'35"W, 232.51 FEET; THENCE S56°33'26"W, 277.43 FEET; THENCE S86°11'28"W, 110.00 FEET TO A POINT LOCATED ON THE EAST LINE OF GRAND CANYON PARKWAY; THENCE ALONG SAID EAST LINE THE FOLLOWING FIVE (5) COURSES: N03°48'32"W (RECORD BEARING=N02°57'26"W), 164.33 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, AND A CENTRAL ANGLE OF 25°07'56"; THENCE NORTHERLY ALONG SAID CURVE, 188.62 FEET; THENCE N28°56'29"W (RECORD BEARING=N28°05'23"W), 57.63 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 770.00 FEET, AND A CENTRAL ANGLE OF 16°05'19"; THENCE NORTHERLY ALONG SAID CURVE, 216.21 FEET; THENCE N12°51'10"W (RECORD BEARING=N12°00'04"W), 29.44 FEET TO THE SOUTHWEST CORNER OF LOT 59, OF SAID TRAIL RIDGE ESTATES PHASE 1 "AMENDED AND EXTENDED"; THENCE N77°08'50"E (RECORD BEARING=N77°59'56"E), 120.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 59; THENCE N01°39'41"W (RECORD BEARING=N00°48'35"W), 113.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 59. SAID POINT ALSO BEING LOCATED ON THE SOUTH LINE OF LOT 57; THENCE N88°20'19"E (RECORD BEARING=N89°11'25"E), ALONG THE SOUTH LINE OF LOT 57 AND LOT 56, 100.52 FEET TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 56; THENCE N48°14'03"E (RECORD BEARING=N49°05'09"E), ALONG THE SOUTHEASTERLY LINE OF SAID LOT 56, 123.56 FEET TO THE COMMON CORNER TO LOTS 55 AND 56; THENCE N02°37'44"E, (RECORD BEARING=N03°28'50"E), 157.17 FEET TO THE COMMON CORNER TO LOTS 54 AND 55; THENCE N08°29'02"E (RECORD BEARING=N09°20'08"E), ALONG THE EAST LINE OF SAID LOT 54 AND LOT 53, 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 53; THENCE N81°30'58"W, (RECORD BEARING=N80°39'52"W), ALONG THE NORTH LINE OF SAID LOT 53, 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 53. SAID POINT ALSO BEING LOCATED ON THE EASTERLY LINE OF CRATER LAKE WAY; THENCE ALONG SAID STREET LINE THE FOLLOWING THREE (3) COURSES: N08°29'02"E, (RECORD BEARING=N09°20'08"E), 21.15 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AND A CENTRAL ANGLE OF 46°34'03"; THENCE NORTHEASTERLY ALONG SAID CURVE, 24.38 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 108°47'21"; THENCE NORTHERLY ALONG SAID CURVE, 94.94 FEET TO THE SOUTHEAST CORNER OF LOT 45 OF SAID PHASE 1; THENCE N11°40'27"E, (RECORD BEARING=N12°31'33"E), 94.70 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 45; THENCE N58°20'40"W, (RECORD BEARING=N57°29'34"W), 85.54 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 45. SAID POINT ALSO BEING LOCATED ON THE SOUTHEASTERLY LINE OF SAID LOT 43; THENCE N31°39'20"E, (RECORD BEARING=N32°30'26"E), ALONG SAID LINE, 71.76 FEET TO THE POINT OF BEGINNING.