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WHEN RECORDED RETURN TO:  
Washington County Water Conservancy District  
533 East Waterworks Dr.  
St. George, Utah 84770

**DOC # 20170035577**

Easements Page 1 of 4  
Russell Shirts Washington County Recorder  
08/31/2017 01:50:41 PM Fee \$ 0.00  
By WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. SG-6-2-13-3342

**WATER CONSERVATION EASEMENT**

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 30<sup>th</sup> day of August 2017, by Wendy Marston NAEW, Trustee of the Wendy Marston NAEW Family trust (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 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

WHEREAS, Grantee is willing to waive a portion of the WAF owed 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 lot described in Exhibit A restricting outside irrigation or imposing water conservation rates, even if subsequently passed and retroactively effective.

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 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 the lot in excess of 10,000 (for example, if the lot is 12,000 square feet, the impact fee would be owed for an additional 2,000 square feet).

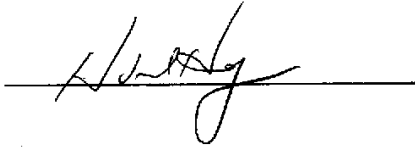
(b) Costs of Enforcement. The parties shall bear their own costs, including attorney=s fees, in any action brought with respect to this easement.

(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 hands on the day and year first above written.


GRANTOR



STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On the 30 day of August, 2017 personally appeared before me, Heather Dekorver, Trustee of the John H. Val & Marjorie Helen Trust trust, and acknowledged to me that he/she executed the foregoing instrument.



  
NOTARY PUBLIC

PLEASE SEE IMPORTANT EXPLANATIONS  
& INSTRUCTIONS ON REVERSE SIDE

NOTICE OF PROPERTY VALUATION AND TAX CHANGES



KIM M HAFEN  
WASHINGTON COUNTY AUDITOR  
197 EAST TABERNACLE  
ST. GEORGE, UT 84770

2017

ACCOUNT NUMBER	PARCEL NUMBER	ACRES	TAX AREA
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0036932	SG-6-2-13-3342	0.74	08
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PARTIAL LEGAL DESCRIPTION - FOR TAX ID ONLY

S: 13 T: 42S R: 16W BEG AT PT S 1805 FT FM W1/4 COR SEC 14  
T42S R16W TH E 232.5 FT; TH S 12\*15' W 150.7 FT; TH W 200 FT;  
TH N 150 FT M/L TO POB. LESS AND EX...

MAILING ADDRESS

028569 SCH 5-DIGIT 84770 \*\*\*\*\*  
HAFEN H VAL & MARJORIE TRS  
2185 BALBOA WAY  
SAINT GEORGE, UT 84770-8729

PROPERTY ADDRESS

1070 N. 1020 W

OWNER  
HAFEN H VAL & MARJORIE TRS

VALUE OF YOUR PROPERTY

PROPERTY TYPE	2016 Market Value	2016 Taxable Value	2017 Market Value	2017 Taxable Value
AGRICULTURAL BLDG NON-PRIMARY LAND	2,400 54,000	2,400 54,000	2,500 54,000	2,500 54,000
<b>TOTAL PROPERTY VALUE</b>	<b>56,400</b>	<b>56,400</b>	<b>56,500</b>	<b>56,500</b>

TAXING ENTITIES	COMPARE		PROPOSED		CHANGES		BE HEARD				
	2016	2017 IF NO INCREASE	2017 IF PROPOSED BUDGET APPROVED	TAXABLE VALUE	TAXES	IF 2017 INCREASE	CHANGE IN TAX	CHANGE IN %	PUBLIC TRUTH-IN-TAXATION MEETING		
	TAXES	RATE	TAXES	RATE					Date	Time	Place
LOCAL SCHOOL FUND	315.67	0.005062	286.01	0.005062	56,500	286.01	0.00	0.000%			
STATE BASIC SCHOOL FUND	94.47	0.001568	88.59	0.001568	56,500	88.59	0.00	0.000%			
ST GEORGE CITY	85.33	0.001432	80.91	0.001432	56,500	80.91	0.00	0.000%			
WATER CONSERVANCY	41.74	0.000700	39.55	0.000700	56,500	39.55	0.00	0.000%			
COUNTY GENERAL FUND	40.05	0.000673	38.03	0.000673	56,500	38.03	0.00	0.000%			
COUNTY ASSESS/COLL	27.35	0.000460	25.99	0.000460	56,500	25.99	0.00	0.000%			
COUNTY LIBRARY FUND	13.87	0.000233	13.16	0.000233	56,500	13.16	0.00	0.000%			
COUNTY GO BOND	9.53	0.000093	5.25	0.000093	56,500	5.25	0.00	0.000%			
CHARTER SCHOOL FUND	N/A	0.000076	4.29	0.000076	56,500	4.29	0.00	0.000%			
MOSQUITO ABATEMENT	2.37	0.000040	2.28	0.000040	56,500	2.28	0.00	0.000%			
MULTI CO ASSESS/COLL	0.62	0.000010	0.57	0.000010	56,500	0.57	0.00	0.000%			
<b>TOTALS</b>	<b>631.00</b>	<b>0.010347</b>	<b>584.61</b>	<b>0.010347</b>	<b>56,500</b>	<b>584.61</b>	<b>0.00</b>	<b>0.000%</b>	<b>LAST PROPERTY REVIEW: 2014</b>		

**THIS IS NOT A BILL DO NOT PAY ----- THIS IS NOT A BILL DO NOT PAY**

If you choose to appeal the market value of your property, you must file an application for review with the County Board of Equalization. Evidence supporting your estimation of market value must be included when filing your application.

For further information or to obtain an application for review, please visit the Washington County Boulevard office building at 87 N 200 E., Suite 201; St. George, Utah or call (435) 652-5875 from August 1 through September 15 from 1:00pm to 5:00pm. Information and appeal forms are also available on our website at [www.washco.utah.gov](http://www.washco.utah.gov).

The appeal deadline is September 15, 2017. All applications for review and all evidence must be received by that date.

Please report any change of address to: Washington County Recorder, (435) 634-5709. If this property has sold, please forward this notice to the new owner. Tax notices will be mailed prior to November 1, 2017.

The Charter School Fund is not a new tax. Previously, this rate had been combined with the Local School Fund. Per a new state requirement, this fund is to be separately stated on the valuation notice.

The Hurricane Valley Fire tax rate increase (if applicable) was approved as per state code at a public hearing held 11/7/2016.



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**THIS DOES NOT INCLUDE TAX CREDITS, CIRCUIT BREAKERS, OR ABATEMENTS**