

DOC # 20180003415

Easements Page 1 of 5
Russell Shirts Washington County Recorder
01/24/2018 02:16:04 PM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST

WHEN RECORDED RETURN TO:

WCWCD

533 East Waterworks Dr.

St. George, Utah 84770



Space Above This Line for Recorder's Use

Serial No. SG-5-2-34-4211

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 18th day of JANUARY 2018, by Ed Burgess, the Manager of Moorland Park, L.L.C., ("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 Moorland Park - Phase 1 containing 16 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 increase the total are 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: Ed Burgess

Name: Ed Burgess

Title: Manager, Moorland Park, L.L.C.

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 18 day of January, 2018, personally appeared before me, Ed Burgess, Manager of Moorland Park, L.L.C., a Utah Limited Liability Company, hereinafter "LIMITED LIABILITY COMPANY", who acknowledged to me that he executed the foregoing instrument on behalf of the LIMITED LIABILITY COMPANY, by appropriate authority, and that the document was the act of said LIMITED LIABILITY COMPANY for its stated purpose



[Signature]
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE CENTERLINE OF 2780 EAST STREET, A 33.000 FOOT WIDE PLATTED ROAD AS SHOWN ON THE JOSEPH SANDER'S SURVEY OF SECTION 34, AS RECORDED WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 89°16'03" EAST ALONG THE CENTER SECTION LINE, A DISTANCE OF 1324.715 FEET FROM THE WEST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°41'18" EAST ALONG SAID CENTERLINE, A DISTANCE OF 154.381; THENCE SOUTH 89°04'12" EAST 153.002 FEET; THENCE SOUTH 89°18'42" EAST 678.861 FEET; THENCE SOUTH 0°41'18" WEST 10.488 FEET; THENCE SOUTH 89°18'42" EAST 301.952 FEET; THENCE SOUTH 0°41'18" WEST 1.127 FEET; THENCE SOUTH 89°19'09" EAST 127.007 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE 3000 EAST ROADWAY DEDICATION, RECORDED AS DOC. NO. 20140021196 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING (3) THREE COURSES: (1) SOUTH 00°31'50" WEST 93.023 FEET TO A POINT OF CURVATURE; (2) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 25.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°12'07", A DISTANCE OF 39.358 FEET; THENCE SOUTH 0°43'57" WEST 25.000 FEET TO THE NORTHERLY BOUNDARY OF THE ROYAL PINE ESTATES PHASE 1 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY AND THE BOUNDARY OF THE ROYAL PINE ESTATES PHASE 3 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE THE FOLLOWING (2) TWO COURSES: (1) NORTH 89°16'03" WEST 573.733 FEET AND (2) SOUTH 00°36'31" WEST 204.900 FEET TO THE NORTHEAST CORNER OF THE AMENDED PLAT OF STONE VALLEY ESTATES AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 89°04'19" WEST ALONG THE NORTHERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 662.585 FEET TO THE CENTERLINE OF SAID 2780 EAST STREET, A 33.00 FOOT WIDE PLATTED ROAD AS SHOWN ON A. SULLIVANS ENTRY OF SECTION 34, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 00°41'07" EAST ALONG SAID CENTERLINE OF ROAD, A DISTANCE OF 202.639 FEET TO THE POINT OF BEGINNING.

CONTAINS 324,105 SQ. FT., (7.440 ACRES)