

WHEN RECORDED RETURN TO:
Washington County Conservancy District
136 North 100 East
St. George, Utah 84770

DOC # 20180019322

Easements Page 1 of 7
Russell Shirts Washington County Recorder
05/09/2018 11:34:57 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. SEE EXHIBIT A

WATER CONSERVATION EASEMENT
(Common Areas)

THIS GRANT OF WATER CONSERVATION EASEMENT is made this 7TH day of MAY 2018, by THE LOFTS DEVELOPMENT, LLC, BAM BAM HOLDINGS, LLC & SMOOTHIE KINGS HOLDINGS, LLC of ~~THE LOFTS AT GREENVALE~~ (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 5552 square feet on the Property and irrigated landscaping is prohibited on certain portions of the common areas within the subdivision due to municipal ordinance or to the impermeability of the natural rock cover or to other impediment to irrigation recognized by Grantee and Grantor desires to ensure that those areas remain permanently in their current condition without irrigated landscaping; and

WHEREAS, Grantee is willing to waive the WAF owed for those areas of common area 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 Grantors' 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 causes any irrigation of any kind to be applied to the land shown as non-irrigable common area on the final plat to be recorded covering the Property is prohibited. Grantor warrants and represents that there shall be no more than ~~5552~~ square feet of irrigable common area shown on the final plat to be recorded covering the Property.

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 common area in excess of the amount set forth in paragraph 4, above (for example, if the excess common 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: 

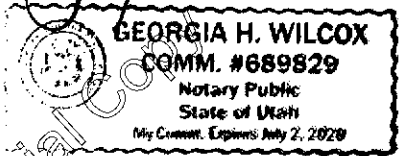
Name: THE LOFTS DEVELOPMENT, LLC

Title: MANAGER

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 7th day of May, 2018, personally appeared before me Georgia H. Wilcox, [NAME] Manager, [TITLE] of the the Loft Development 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.


NOTARY PUBLIC



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 common area in excess of the amount set forth in paragraph 4, above (for example, if the excess common 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: 

Name: SMOOTHIE KINGS HOLDINGS, LLC

Title: MANAGER

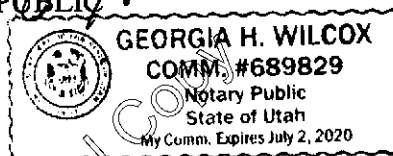
STATE OF UTAH)

) ss.

COUNTY OF WASHINGTON)

On the 5th day of MAY, 2018, personally appeared before me [NAME] Dustin Schellenberger, [TITLE] Manager of the Smoothie Kings Holdings 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.


NOTARY PUBLIC



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 common area in excess of the amount set forth in paragraph 4, above (for example, if the excess common 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.

for lots 31-34

GRANTOR

By: BAMBAM HOLDINGS, LLC

Name: Beth Moore

Title: MANAGER

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 7th day of May, 2018, personally appeared before me [NAME] Beth Moore, [TITLE] manager of the Bam Bam Holdings 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.

Georgia H. Wilcox
NOTARY PUBLIC

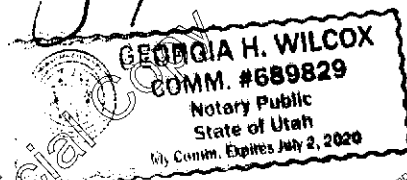


EXHIBIT A

[METES AND BOUNDS DESCRIPTION TO BE PROVIDED BY THE GRANTOR
DESCRIBING THE COMMON AREAS OR THE ENIRE SUBDIVISION]

LEGAL FOR ENTIRE PROJECT WITH EACH SERIAL # LISTED

COMMON AREA TAX ID #

SG-LOF-1 Com

INDIVIDUAL TAX ID'S

- | | |
|-----------|-----------|
| SG-LOF-1 | SG-LOF-18 |
| SG-LOF-2 | SG-LOF-19 |
| SG-LOF-3 | SG-LOF-20 |
| SG-LOF-4 | SG-LOF-21 |
| SG-LOF-5 | SG-LOF-22 |
| SG-LOF-6 | SG-LOF-23 |
| SG-LOF-7 | SG-LOF-24 |
| SG-LOF-8 | SG-LOF-25 |
| SG-LOF-9 | SG-LOF-26 |
| SG-LOF-10 | SG-LOF-27 |
| SG-LOF-11 | SG-LOF-28 |
| SG-LOF-12 | SG-LOF-29 |
| SG-LOF-13 | SG-LOF-30 |
| SG-LOF-14 | SG-LOF-31 |
| SG-LOF-15 | SG-LOF-32 |
| SG-LOF-16 | SG-LOF-33 |
| SG-LOF-17 | SG-LOF-34 |

EXHIBIT A CONTINUED ON NEXT PAGE

Lofts Legal Description.png

5/7/18, 2:01 PM

EXHIBIT A LEGAL DESCRIPTION

Entry Number 20180012007

Book

Page

Recording Date 03/23/2018 04:10:03 PM

Fee \$64.00

Consideration \$10.00

Instrument Date

From	To
LOFTS DEV LLC	LOFTS AT GREEN VALLEY PHASE 1

Legal Information

Subdivision	Lot	Block	Unit	Building
LOFTS AT GREEN VALLEY 1 (SG)				
Section	Township		Range	
35	42S		16W	
34	42S		16W	

Legal Description

BEGINNING AT A POINT BEING NORTH 00°48'55" EAST 780.27 FEET ALONG THE SECTION LINE AND WEST 104.78 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE, AND MERIDIAN AND RUNNING, THENCE NORTH 54°57'51" EAST 31.59 FEET; THENCE NORTH 34°13'37" WEST 139.92 FEET; THENCE NORTH 55°46'23" EAST 68.42 FEET; THENCE NORTH 80°49'31" EAST 56.99 FEET; THENCE NORTH 55°46'23" EAST 55.97 FEET; THENCE NORTH 30°39'58" EAST 28.29 FEET; THENCE NORTH 55°46'23" EAST 81.32 FEET; THENCE SOUTH 34°36'40" EAST 254.67 FEET; THENCE SOUTH 88°32'51" EAST 22.48 FEET TO AN ANGLE POINT ON THE BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS - PHASE I - B; THENCE SOUTH 01°27'09" WEST 80.00 FEET ALONG SAID BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS - PHASE I - B; THENCE SOUTH 34°08'51" EAST 294.06 FEET ALONG SAID BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS - PHASE I - B AND THE BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS II - PHASE - I; THENCE SOUTH 59°55'09" WEST 33.07 FEET; THENCE SOUTH 55°56'44" WEST 85.12 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 23.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°19'05" THENCE NORTH 34°13'37" WEST 4.31 FEET; THENCE SOUTH 55°46'23" WEST 50.00 FEET; THENCE SOUTH 34°13'37" EAST 4.04 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 18°54'11" WEST; THENCE 23.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°57'28"; THENCE SOUTH 55°56'44" WEST 45.28 FEET; THENCE SOUTH 80°30'45" WEST 54.03 FEET; THENCE NORTH 34°13'37" WEST 500.41 FEET TO AND ALONG THE EAST LINE OF WORLDMARK THE CLUB AT ST GEORGE PHASE 1 AND THE EXTENSION THEREOF TO THE POINT OF BEGINNING.

DESCRIPTION OF A PORTION OF THE LOFTS PHASE 1 TO BE DEDICATED AS 1790 WEST STREET BEGINNING AT THE NORTHWEST CORNER OF 1790 WEST STREET, AS DESCRIBED IN BOOK 1539, PAGE 348 ON FILE IN THE WASHINGTON COUNTY RECORDERS OFFICE LOCATED IN ST GEORGE UTAH, SAID POINT BEING NORTH 00°48'55" EAST 436.47 FEET ALONG THE SECTION LINE AND NORTH 89°11'05" EAST 280.87 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING, THENCE SOUTH 34°13'37" EAST 4.04 FEET TO A POINT ON A 25 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CENTER BEARS SOUTH 18°54'11" WEST; THENCE 23.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°57'28"; THENCE NORTH 34°03'16" WEST 44.00 FEET; THENCE NORTH 55°56'44" EAST 90.00 FEET; THENCE SOUTH 34°03'16" EAST 44.00 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CENTER BEARS SOUTH 34°03'16" EAST; THENCE 23.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°19'05"; THENCE NORTH 34°13'37" WEST 4.31 FEET; THENCE SOUTH 55°46'23" WEST 50.00 FEET TO THE POINT OF BEGINNING.