

DOC # 20180030346

Easements Page 1 of 5  
Russell Shirks Washington County Recorder  
07/25/2018 10:24:35 AM Fee \$ 0.00  
By WASHINGTON COUNTY WATER CONSERV DIST



WHEN RECORDED RETURN TO:

WCWCD

533 East Waterworks Dr.  
St. George, Utah 84770

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Space Above This Line for Recorder's Use

Serial No. SG-5-3-35-416, SG-5-3-35-417 & SG-5-3-35-143

**WATER CONSERVATION EASEMENT**

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 18<sup>th</sup> day of July, 2018, by Rick Salisbury, Manager of DESERT BLUFFS TOWNHOMES, L.L.C. a Utah Limited Liability Company, and Curt Gordon, President of DESERT CANYONS DEVELOPMENT, INC. a Utah Corporation, ("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 Desert Bluff at Desert Canyons Townhomes – Phase 1 containing 74 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 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: RLS

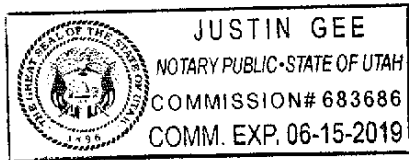
Rick Salisbury, Manager  
Desert Bluffs Townhomes, L.L.C

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )


On this the 18 day of July, 2018, before me  
Justin Gee, a notary public, personally appeared Rick Salisbury, proved  
on the basis of satisfactory evidence to be the person whose name is subscribed to in this document,  
and acknowledged they executed the same.

NOTARY PUBLIC

[Signature]




GRANTOR:

By:   
Curt Gordon, President  
Desert Canyons Development, Inc.

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On this the 18 day of July, 2018, before me  
Logan Blake, a notary public, personally appeared Curt Gordon, proved  
on the basis of satisfactory evidence to be the person whose name is subscribed to in this document,  
and acknowledged they executed the same.



  
NOTARY PUBLIC

**EXHIBIT A**

**LEGAL DESCRIPTION**

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF DESERT CANYONS PARKWAY AS DEFINED IN THAT CERTAIN ST. GEORGE CITY ORDINANCE NO. 2018-03-001, VACATING A PORTION OF DESERT CANYONS PARKWAY, RECORDED AS DOC NO. 20180009003, AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE SAID POINT BEING NORTH 01°10'49" EAST ALONG THE SECTION LINE, A DISTANCE OF 1803.693 FEET AND NORTH 88°49'11" WEST 2761.065 FEET FROM THE EAST ONE-QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING NORTH 01°10'49" EAST ALONG THE EASTERLY SECTION LINE BETWEEN THE EAST ONE-QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 35), AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE OF DESERT CANYONS PARKWAY, THE FOLLOWING (2) TWO COURSES: (1) SOUTH 69°07'22" WEST, A DISTANCE OF 703.871 FEET TO A POINT OF CURVATURE; AND (2) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 1089.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°08'51", A DISTANCE OF 173.862 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE DESERT CREST - PHASE 4 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SUBDIVISION BOUNDARY AND THE BOUNDARY OF THE DESERT CREST - PHASE 5 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE THE FOLLOWING (4) FOUR COURSES: (1) NORTH 11°43'47" WEST 26.000 FEET; (2) NORTH 19°40'47" EAST 145.638 FEET; (3) NORTH 31°29'06" EAST 861.753 FEET; AND (4) NORTH 04°02'31" WEST 54.310 FEET; THENCE SOUTH 76°03'35" EAST 184.672 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 432.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°06'17", A DISTANCE OF 189.504 FEET; THENCE SOUTH 14°21'40" EAST 40.057 FEET; THENCE SOUTH 20°52'39" EAST 68.402 FEET; THENCE SOUTH 27°22'57" EAST 20.082 FEET; THENCE SOUTH 32°11'47" WEST 304.382 FEET; THENCE SOUTH 20°53'10" EAST 240.706 FEET TO THE POINT OF BEGINNING.

CONTAINS 422,456 SQ. FT., (9.698 ACRES)