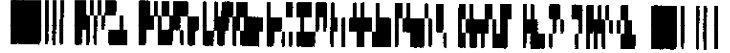


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DOC # 20180046220

Easements Page 1 of 4
Russell Shirts Washington County Recorder
11/20/2018 11:33:01 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



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

Space Above This Line for Recorder's Use

SG-5-3-36-417
Serial No. SG-5-3-35-416
SG-5-3-35-143

WATER CONSERVATION EASEMENT
(Common Areas)

THIS GRANT OF WATER CONSERVATION EASEMENT is made this 14 day of November 2018, by Rick Salishny, Manager of Desert Bluffs Townhomes 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

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 41,502 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 ~~47,502~~ 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

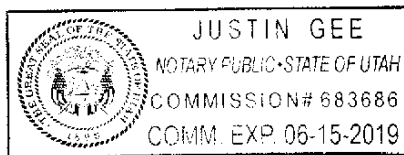
By: [Signature]

Name: Rick Salisbury

Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 14 day of November, 20 18, personally appeared before me [NAME] Rick Salisbury, [TITLE] Manager of the Desert Bluffs Townhomes 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.



[Signature]
NOTARY PUBLIC

EXHIBIT "A"

BEGINNING AT A POINT NORTH 01°10'49" EAST ALONG THE SECTION LINE, A DISTANCE OF 2458.398 FEET AND NORTH 88°49'11" WEST 2757.938 FEET FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE SOUTH 05°51'08" EAST 14.500 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 05°51'08" WEST); THENCE ALONG THE ARC OF A 300.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°02'45", A DISTANCE OF 10.711 FEET; THENCE SOUTH 03°48'24" EAST 18.500 FEET; THENCE SOUTH 16°20'07" WEST 48.978 FEET; THENCE SOUTH 20°51'55" EAST 104.292 FEET; THENCE SOUTH 80°26'13" EAST 19.745 FEET; THENCE SOUTH 30°17'53" WEST 141.423 FEET; THENCE SOUTH 32°18'21" WEST 176.531 FEET; THENCE SOUTH 31°29'37" WEST 82.602 FEET; THENCE SOUTH 28°46'17" WEST 64.598 FEET; THENCE SOUTH 20°52'38" EAST 173.872 FEET; THENCE SOUTH 69°07'22" WEST 396.382 FEET; THENCE NORTH 20°49'09" WEST 8.000 FEET; THENCE SOUTH 69°07'22" WEST 158.010 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 1118.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°08'51", A DISTANCE OF 178.492 FEET; THENCE NORTH 11°43'47" WEST 55.000 FEET; THENCE NORTH 19°40'47" EAST 145.638 FEET; THENCE NORTH 31°29'06" EAST 861.754 FEET; THENCE NORTH 04°02'31" WEST 70.234 FEET; THENCE NORTH 85°57'29" EAST 96.407 FEET; THENCE SOUTH 84°09'20" EAST 198.768 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 285.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°41'48", A DISTANCE OF 58.283 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION OF THE ABOVE DESCRIBED LAND LOCATED WITHIN THE DESERT CANYONS PARKWAY ROADWAY DEDICATION, RECORDED AS DOC. NO. 20170020584 IN THE WASHINGTON COUNTY RECORDER'S OFFICE