

WHEN RECORDED RETURN TO:

Washington County Water Conservancy District
533 East Waterworks Dr.
St. George, Utah 84770

DOC # 20190031179

Easements Page 1 of 6
Russell Shirts Washington County Recorder
08/06/2019 11:48:09 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. H-3394-A-4-C ; H-3397-G ; H-3394-A-4-A-1

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 30th day of July, 2019 [NAME] Kenneth C Knudson, [TITLE] Manager of [BUSINESS NAME] FAIRWAY VISTA ESTATES, LC 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 intends to develop the Property into a residential subdivision to be known as CLIFFVIEW ESTATES PHASE 1 at Copper Rock Phase 1, containing 20 lots; and

WHEREAS, Grantee has established a water impact fee ("IMPACT FEE") 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 IMPACT FEE for areas over 5,000 square feet per lot on the Property; and

WHEREAS, Grantee is willing to waive a portion of the IMPACT FEE 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 Impact Fee Facilities Plan ("IFFP"), 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 IMPACT FEE 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 IMPACT FEE 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 IMPACT FEE 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:

Name:

Title:

Kenneth Knudson
Kenneth Knudson
Manager

STATE OF UTAH

COUNTY OF WASHINGTON

Salt Lake County ss.

On the 30th day of July, 20 , personally appeared before me
[NAME] Kenneth C. Knudson, [TITLE] Manager of the
Fairway Vista Estates LC, 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.



Deanna Bath
NOTARY PUBLIC

SCHEDULE C

File #: 4002-544

Beginning at a point which is South 00°59'26" West 440.92 feet along the Center section line and North 90°00'00" East 264.63 feet from the North 1/4 corner of ~~Section 14, Township 43 South, Range 11 West~~ of the Salt Lake Base and Meridian and running thence North 69°43'01" West 159.68 feet; thence North 67°11'40" West 111.82 feet to a point on the arc of a non-tangent curve to the left having a radius of 710.00 feet; thence Southwesterly 19.53 feet along the arc of said curve through a central angle of 01°34'34", the radial direction bears South 54°36'09" East, to the point of tangency; thence North 56°10'43" West 80.00 feet to a point on the arc of a non-tangent curve to the right having a radius of 790.00 feet; thence Northeasterly 397.38 feet along the arc of said curve through a central angle of 28°49'13", the radial direction bears South 56°10'43" East, to the point of reverse curvature of a curve to the left having a radius of 710.00 feet; thence Northeasterly 617.52 feet along the arc of said curve through a central angle of 49°49'57", the radial direction bears North 27°21'30" West to the point of compound curvature of a curve to the left having a radius of 35.00 feet; thence Northwesterly 37.20 feet along the arc of said curve through a central angle of 60°53'40", the radial direction bears North 77°11'28" West to the point of reverse curvature of a curve to the right having a radius of 100.00 feet; thence Northwesterly 132.58 feet along the arc of said curve through a central angle of 75°57'41", with the radial direction bears North 41°54'52" East to the point of reverse curvature of a curve to the left having a radius of 35.00 feet; thence Northwesterly 38.42 feet along the arc of said curve through a central angle of 62°53'58", the radial direction bears North 62°07'27" West to a point of non-tangency, thence North 54°58'36" East 53.00 feet to a point on the arc of a non-tangent curve to the left having a radius of 35.00 feet; thence Southeasterly 38.42 feet along the arc of said curve through a central angle of 62°53'58", the radial direction bears North 54°58'36" East, to the point of reverse curvature of a curve to the right having a radius of 100.00 feet; thence Southeasterly 73.12 feet along the arc of said curve through a central angle of 41°53'39", the radial direction bears South 07°55'22" East to the point of reverse curvature of a curve to the left having a radius of 35.00 feet; thence Southeasterly 34.36 feet along the arc of said curve through a central angle of 56°15'04", the radial direction bears North 33°58'17" East to the point of tangency; thence North 67°43'14" East 421.75 feet to the point of curvature of a curve to the left having a radius of 300.00 feet; thence Northeasterly 329.77 feet along the arc of said curve through a central angle of 62°58'50" to the point of reverse curvature of a curve to the right having a radius of 778.00 feet; thence Northeasterly 19.59 feet along the arc of said curve through a central angle of 01°26'33", the radial direction bears South 85°15'36" East to a point of non-tangency; thence North 67°32'08" East 13.71 feet to a point on the arc of a non-tangent curve to the left having a radius of 766.00 feet said point also being a point on the Westerly Right of Way of 1100 West; thence along said Westerly Right of Way through the following three (3) courses: Southwesterly 227.11 feet along the arc of said curve through a central angle of 16°59'16", the radial direction bears South 83°19'34" East, to the point of reverse curvature of a curve to the right having a radius of 25.00 feet; thence Southwesterly 38.68 feet along the arc of said curve through a central angle of 88°38'53", the radial direction bears South 79°41'10" West to a point of non-tangency; thence South 11°39'55" East 50.00 feet; thence South 78°20'05" West 33.61 feet to the point of curvature of a curve to the left having a radius of 775.00 feet; thence Southwesterly 143.57 feet along the arc of said curve through a central angle of 10°36'51" to the point of tangency; thence South 67°43'14" West 418.68 feet to the point of curvature of a curve to the left having a radius of 35.00 feet; thence Southwesterly 34.36 feet along the arc of said curve through a central angle of 56°15'04" to the point of reverse curvature of a curve to the right having a radius of 100.00 feet; thence Southwesterly 92.03 feet along the arc of said curve through a central angle of 52°43'52", the radial direction bears North 78°31'50" West to the point of reverse curvature of a curve to the left having a radius 35.00 feet; thence Southwesterly 31.92 feet along the arc of said curve through a

central angle of $52^{\circ}15'25''$, the radial direction bears South $25^{\circ}47'58''$ East to the point of reverse curvature of a curve to the right having a radius of 790.00 feet; thence Southwesterly 582.87 feet along the arc of said curve through a central angle of $42^{\circ}16'24''$, the radial direction bears North $78^{\circ}03'23''$ West to a point of non-tangency; thence South $37^{\circ}08'08''$ East 132.53 feet; thence South $16^{\circ}20'51''$ East 47.64 feet; thence South $37^{\circ}23'25''$ East 197.66 feet; thence South $30^{\circ}11'28''$ East 279.27 feet; thence South $37^{\circ}05'23''$ East 93.27 feet; thence South $41^{\circ}24'45''$ East 99.94 feet; thence South $48^{\circ}25'07''$ East 45.00 feet; thence South $45^{\circ}01'26''$ East 68.77 feet; thence South $32^{\circ}09'21''$ East 67.64 feet; thence South $07^{\circ}28'31''$ East 99.26 feet; thence South $01^{\circ}04'53''$ East 95.63 feet; thence South $87^{\circ}06'40''$ West 179.13 feet; thence South $84^{\circ}39'28''$ West 69.11 feet; thence North $30^{\circ}06'27''$ West 130.02 feet; thence North $30^{\circ}58'51''$ West 22.50 feet; thence North $11^{\circ}25'54''$ West 23.95 feet; thence North $34^{\circ}57'27''$ West 177.23 feet; thence North $53^{\circ}17'23''$ West 132.91 feet; thence North $36^{\circ}42'37''$ East 103.67 feet; thence North $61^{\circ}21'52''$ East 51.43 feet to a point on the arc of a non-tangent curve to the right having a radius of 1022.50 feet; thence Northwesterly 75.99 feet along the arc of said curve through a central angle of $04^{\circ}15'29''$, the radial direction bears North $61^{\circ}21'52''$ East, to the point of reverse curvature of a curve to the left having a radius of 477.50 feet; thence Northwesterly 139.71 feet along the arc of said curve through a central angle of $16^{\circ}45'52''$, the radial direction bears South $65^{\circ}37'21''$ West to the point of reverse curvature of a curve to the right having a radius of 1022.50 feet; thence Northwesterly 13.67 feet along the arc of said curve through a central angle of $00^{\circ}45'57''$, the radial direction bears North $48^{\circ}51'29''$ East to a point of non-tangency; thence South $83^{\circ}44'02''$ West 160.33 feet to the point of beginning.