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WHEN RECORDED RETURN TO:

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

Space Above This Line for Recorder's Use

Serial No. W-5-3-12-432

WATER CONSERVATION EASEMENT
(Commercial/Industrial Parcel)

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 14 day of November, 2019, by William J. Schaeftbauer, II, Vice-President of ST. GEORGE RETIREMENT, L.L.C. (the "Grantor"), a South Dakota Limited Liability Company, 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 38,035 square feet on the Property, and Grantor desires to ensure that those areas remain permanently without irrigated landscaping; and

WHEREAS, Grantee is willing to waive the WAF owed for those areas 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 Grantor's 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 increases the total area of landscaping requiring irrigation on the Property to more than 38,035 square feet 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

EXHIBIT A

Beginning at a Point North 1°08'32" East 3252.43 Feet along the West Section Line of Section 12, Township 43 South, Range 15 West, Salt Lake Base and Meridian and South 88°51'28" East 589.90 feet from the Southwest Corner of said Section 12, and running thence North 37°19'01" East 394.80 feet; thence South 89°08'24" East 486.28 feet, to a point on the Westerly Right of Way of Washington Fields Road, Document No. 20110004479, recorded and on file at the Office of the Recorder, Washington County, State of Utah; thence South 0°51'36" West 593.81 feet along said line; thence North 89°08'08" West 352.71 feet; thence North 30°57'29" East 54.37 feet; thence North 59°02'31" West 457.06 feet, to the point of beginning.