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DOC # 20190050425

Easements Page 1 of 5
Russell Shirts Washington County Recorder
12/03/2019 10:47:39 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



WHEN RECORDED RETURN TO:

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

Space Above This Line for Recorder's Use

Serial No. SG-5-2-33-4304 and SG-5-2-32-122 #8

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 8th day of November, 2019 [NAME] Howard Foremaster [TITLE] President of [BUSINESS NAME] Something of Worth Inc 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 South Rim at Foremaster Ridge, Phase 3, containing 42 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

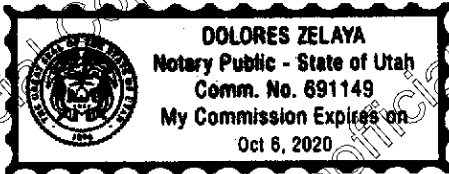
By: Howard Foremaster

Name: Howard Foremaster

Title: President

STATE OF UTAH)
)
) ss.
COUNTY OF WASHINGTON)

On the 12th day of November, 2019, personally appeared before me
[NAME] Howard Foremaster, [TITLE] President of the
Something of Worth Inc, 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.



D. Zelaya
NOTARY PUBLIC



43 South 100 East, Suite 100 T 435.628.6500
 St George, Utah 84770 F 435.628.6553

alphaengineering.com

EXHIBIT "A"

SOUTH RIM AT FOREMASTER RIDGE PHASE 3 SUBDIVISION

(August 12, 2019)

COMMENCING AT THE WEST ¼ CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 00°32'03" EAST 248.85 FEET ALONG THE SECTION LINE; THENCE WEST 37.69 FEET TO THE POINT OF BEGINNING AND SOUTHWEST CORNER OF SOUTH RIM AT FOREMASTER RIDGE PHASE 2 SUBDIVISION AS RECORDED AS DOCUMENT # 20180026535, OFFICIAL WASHINGTON COUNTY RECORDS, AND RUNNING THENCE NORTH 86°11'41" WEST 21.78 FEET; THENCE SOUTH 87°37'03" WEST 142.12 FEET; THENCE SOUTH 86°08'46" WEST 96.91 FEET; THENCE NORTH 65°52'34" WEST 39.14 FEET; THENCE NORTH 35°10'54" WEST 143.87 FEET; THENCE NORTH 20°54'27" WEST 87.95 FEET; THENCE NORTH 36°10'51" EAST 82.17 FEET; THENCE NORTH 28°59'12" EAST 106.91 FEET; THENCE NORTH 35°02'08" EAST 129.70 FEET; THENCE NORTH 27°55'01" EAST 56.52 FEET; THENCE NORTH 12°11'17" EAST 188.45 FEET; THENCE NORTH 03°59'07" EAST 123.49 FEET; THENCE NORTH 62°06'16" EAST 234.50 FEET TO A POINT ON THE SECTION LINE; THENCE NORTH 49°44'28" EAST 200.83 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF FOREMASTER DRIVE, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, OF WHICH THE RADIUS POINT LIES NORTH 11°36'14" EAST 433.00 FEET; THENCE EASTERLY 286.67 FEET ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 37°56'00" ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 63°40'15" EAST 97.05 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF FOREMASTER SUBDIVISION AS RECORDED AS DOCUMENT # 785699, OFFICIAL WASHINGTON COUNTY RECORDS; THENCE SOUTH 01°57'48" WEST 445.00 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF SAID SOUTH RIM AT FOREMASTER RIDGE PHASE 2 SUBDIVISION; THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY LINES OF SAID SUBDIVISION THE FOLLOWING TEN (10) CALLS: THENCE SOUTH 02°09'48" WEST 634.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, OF WHICH THE RADIUS POINT LIES NORTH 13°04'12" EAST 475.00 FEET; THENCE WESTERLY 41.26 FEET ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°58'36"; THENCE NORTH 71°57'12" WEST 162.30 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE WESTERLY 56.17 FEET ALONG THE ARC HAVING A RADIUS OF 975.00 FEET AND A CENTRAL ANGLE OF 03°18'04"; THENCE NORTH 68°39'08" WEST 79.65 FEET; THENCE NORTH 19°05'04" EAST 123.30 FEET; THENCE NORTH 69°36'24" WEST 105.03 FEET; THENCE SOUTH 19°05'04" WEST 126.02 FEET; THENCE SOUTH 43°26'43" WEST 58.50 FEET; THENCE SOUTH 21°20'52" WEST 181.17 FEET TO THE POINT OF BEGINNING.

CONTAINS 16.52 ACRES, MORE OR LESS.