

DOC # 20190051092

Easements Page 1 of 4
Russell Shirts Washington County Recorder
12/06/2019 10:34:38 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



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. SG-6-2-34-1024

WATER CONSERVATION EASEMENT
(Common Areas)

THIS GRANT OF WATER CONSERVATION EASEMENT is made this 24th day of September 2019, by [Name] Thomas McCormack, [Title] Manager of [Entity Name] The Vue 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 ("IMPACT FEE") 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 IMPACT FEE for areas over 19,754 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 IMPACT FEE 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 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 prohibited as set forth herein or, if such water use is not prohibited, 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.

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 19,754 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 IMPACT FEE 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: _____

Name: Thomas McCormack

Title: Manager

STATE OF ~~UTAH~~ CA

COUNTY OF ~~WASHINGTON~~ LOS ANGELES

On the 04 day of SEP, 2019, personally appeared before me
[Name] THOMAS HENRY MCCORMACK, [Title] _____ of the
[Entity Name] _____, hereinafter
"CORPORATION/PARTNERSHIP/LLC", who acknowledged to me that he/she executed the
foregoing instrument on behalf of the CORPORATION/PARTNERSHIP/LLC, by appropriate
authority, and that the document was the act of CORPORATION/PARTNERSHIP/LLC for its
stated purpose.

NOTARY PUBLIC



Exhibit A

BEGINNING AT A POINT THAT LIES SOUTH $0^{\circ}50'44''$ WEST ALONG THE SECTION LINE 1867.28 FEET AND NORTH $89^{\circ}09'16''$ WEST 79.14 FEET FROM THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH $54^{\circ}59'05''$ WEST 31.59 FEET; THENCE SOUTH $34^{\circ}09'06''$ EAST 10.00 FEET; THENCE SOUTH $55^{\circ}48'12''$ WEST 514.33 FEET; THENCE NORTH $34^{\circ}07'43''$ WEST 216.98 FEET; THENCE NORTH $55^{\circ}48'59''$ EAST 125.19 FEET TO, A 30.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEAST ALONG SAID CURVE 18.50 FEET, WITH A CENTRAL ANGLE OF $34^{\circ}45'23''$, (CHORD BEARS NORTH $73^{\circ}11'38''$ EAST 18.22 FEET), TO A 32.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE NORTHEAST ALONG SAID CURVE 19.41 FEET, WITH A CENTRAL ANGLE OF $34^{\circ}45'23''$, (CHORD BEARS NORTH $73^{\circ}11'38''$ EAST 19.12 FEET; THENCE NORTH $55^{\circ}48'47''$ EAST 68.90 FEET; THENCE NORTH $34^{\circ}12'27''$ WEST 62.85 FEET TO THE SOUTHEAST EDGE OF A 10.00 FOOT CONCRETE SIDEWALK; THENCE NORTH $55^{\circ}40'21''$ EAST ALONG SAID CONCRETE SIDEWALK 315.96 FEET; THENCE SOUTH $34^{\circ}11'50''$ EAST 258.90 FEET TO THE POINT OF BEGINNING.