

Easements Page 1 of 4  
 Russell Shirts Washington County Recorder  
 07/09/2020 02:23:59 PM Fee \$40.00 By US TITLE  
 INSURANCE AGENCY

WHEN RECORDED RETURN TO:

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

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 Space Above This Line for Recorder's Use

Serial No. W-BVMT-3-75

## WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 8 day of July 20 20, by Benjamin G. Kraft & Breckin Kelleher (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 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 5,000 square feet on the Property; and

WHEREAS, Grantee is willing to waive a portion of the WAF owed and limit the amount paid per lot to the amount applicable to one equivalent residential unit as set forth in the Grantee's Capital Facilities Plan ("CFP"), 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 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 limited as set forth herein or, if such water use is not limited, 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.

3. **City Ordinances.** The Grantor agrees to comply with any ordinance passed by the City which applies to the lot described in Exhibit A restricting outside irrigation or imposing water conservation rates, even if subsequently passed and retroactively effective.

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 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 WAF owed in that year for every square foot of the lot in excess of 10,000 (for example, if the lot is 12,000 square feet, the impact fee would be owed for an additional 2,000 square feet).

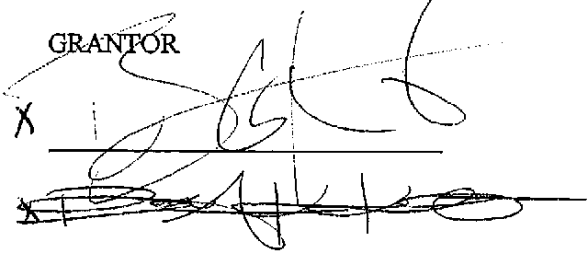
(b) Costs of Enforcement. The parties shall bear their own costs, including attorney's fees, in any action brought with respect to this easement.

(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 hands on the day and year first above written.

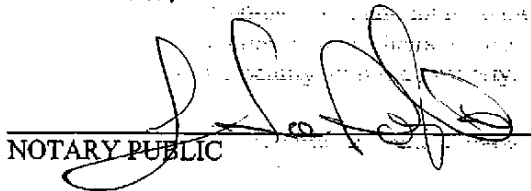
GRANTOR

X 

STATE OF UTAH )  
COUNTY OF WASHINGTON ) ss.

On the 8 day of July, 2020 personally appeared before me, Benjamin Bue-kraft & Breanna Kelli Kraft and acknowledged to me that he/she executed the foregoing instrument.



  
NOTARY PUBLIC

**EXHIBIT A**

All of lot number 75, Bella Vista at Snow Mountain Subdivision,  
Phase 3, which is located in Washington Utah, as per plat thereof recorded in  
the office of the Washington County Recorder, State of Utah.