



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. See Exhibit A

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 2 day of DECEMBER 2021, by A.W. HARDY FAMILY INVESTMENTS, LTD, as to an undivided 50% interest, DRP MANAGEMENT, INC., as to an undivided 25% interest, MJS REAL PROPERTIES, LLC, as to an undivided 12.5% interest and J. GORDON CASEY and MERRILYN CASEY, Trustees of THE CASEY LIVING TRUST, dated November 30, 2018, as to an undivided 12.5% interest, (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 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 on the Property; and

WHEREAS, Grantee is willing to waive a portion of the IMPACT FEE owed 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 Grantor's 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 IMPACT FEE 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.

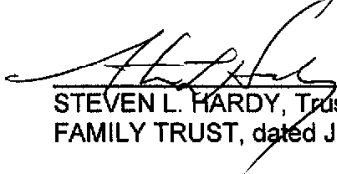
(c) Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, Grantor has set his/her hand on the day and year first above written.

**WITNESS**, the hand of said grantor this 2nd day of December, 2021.

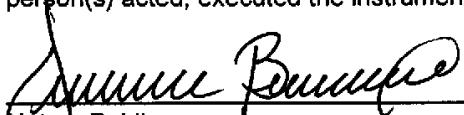
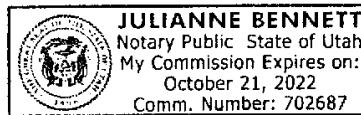
A.W. HARDY FAMILY INVESTMENTS LTD



STEVEN L. HARDY, Trustee of the RUTH B. HARDY  
FAMILY TRUST, dated July 21, 2005, General Partner

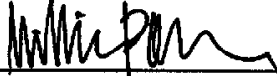
State of Utah  
County of Salt Lake

On this 2nd day of December, 2021, personally appeared before me, the undersigned Notary Public, personally appeared STEVEN L. HARDY, Trustee of the RUTH B. HARDY FAMILY TRUST, dated July 21, 2005, General Partner of the A.W. HARDY FAMILY INVESTMENTS LTD, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
My commission expires: October 21, 2022

WITNESS, the hand of said grantor this 23<sup>rd</sup> day of November, 2021.

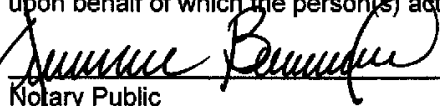
DRP MANAGEMENT, INC.



\_\_\_\_\_  
MILLIE PARKER OLSON  
Vice President

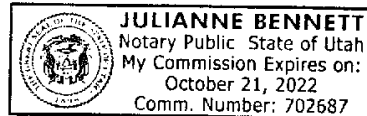
State of Utah  
County of Salt Lake

On this 23<sup>rd</sup> day of November, 2021, personally appeared before me, the undersigned Notary Public, personally appeared MILLIE PARKER OLSON who is the Vice President of DRP MANAGEMENT, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



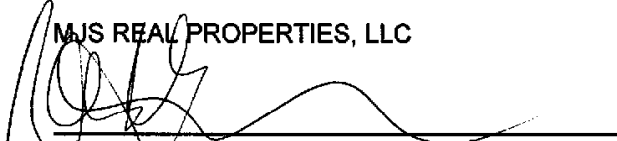
\_\_\_\_\_  
Notary Public

My commission expires: October 21, 2022



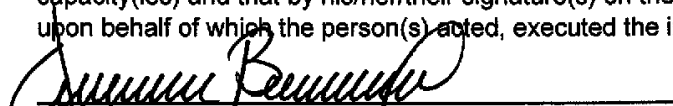
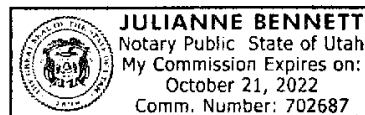
**WITNESS**, the hand of said grantor this 1st day of December, 2021.

MJS REAL PROPERTIES, LLC

  
\_\_\_\_\_  
JOHN C. STRASSER  
Manager/Member

State of Utah  
County of Salt Lake

On this 1st day of December, 2021, personally appeared before me, the undersigned Notary Public, personally appeared JOHN C. STRASSER who is the Manager/Member of MJS REAL PROPERTIES, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
My commission expires: October 21, 2022

WITNESS, the hand of said grantor this 18<sup>th</sup> day of November, 2021.

CASEY LIVING TRUST, dated November 30, 2018

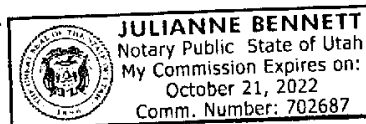
J. Gordon Casey  
J. GORDON CASEY, Trustee

Merrilyn Casey  
MERRILYN CASEY, Trustee

State of Utah  
County of Salt Lake

On this 18<sup>th</sup> day of November, 2021, personally appeared before me, the undersigned Notary Public, personally appeared J. GORDON CASEY and MERRILYN CASEY, Trustees of the CASEY LIVING TRUST, dated November 30, 2018, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Julianne Bennett  
Notary Public  
My commission expires: October 21, 2022



**EXHIBIT A**

All of lot number 7,8,9,10,12,14,19,20,26,33, FALCON RIDGE PHASE 4,  
Phase 4, which is located in HURRICANE, as per plat thereof  
recorded in the office of the Washington County Recorder, State of Utah.

Lot 7	Tax Parcel No.: H-FAL-4-7	Lot 8	Tax Parcel No.: H-FAL-4-8
Lot 9	Tax Parcel No.: H-FAL-4-9	Lot 10	Tax Parcel No.: H-FAL-4-10
Lot 12	Tax Parcel No.: H-FAL-4-12	Lot 14	Tax Parcel No.: H-FAL-4-14
Lot 19	Tax Parcel No.: H-FAL-4-19	Lot 20	Tax Parcel No.: H-FAL-4-20
Lot 26	Tax Parcel No.: H-FAL-4-26	Lot 33	Tax Parcel No.: H-FAL-4-33