



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-5-3-2-126

WATER CONSERVATION EASEMENT
(Common Areas)

THIS GRANT OF WATER CONSERVATION EASEMENT is made this ___ day of _____ 20___, by [Name] RYAN THOMAS, ED BURGESS, [Title] VICE PRESIDENT, VICE PRESIDENT of [Entity Name] DEVELOPMENT SOLUTIONS GROUP, INC, DESERT CANYONS DEVELOPMENT 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

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 39,483 square feet of common area on the Property; 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").

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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 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 exceed 39,483 square feet of common area 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

GRANTOR

By: Ed Burgess

Name: Ed Burgess

Title: Vice President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 21st day of April, 20 22, personally appeared before me
[Name] ED BURGESS, [Title] VICE PRESIDENT of the [Entity Name] DESERT
CANYONS DEVELOPMENT INC., 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.

Logan Blake
NOTARY PUBLIC



LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF THE CRIMSON FIELDS – PHASE 3 SUBDIVISION AND THE NORTHERLY BOUNDARY OF THE CRIMSON FIELDS – PHASE 5 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 89°14'29" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1061.243 FEET AND NORTH 00°44'19" EAST ALONG SAID EASTERLY SUBDIVISION BOUNDARY, DISTANCE OF 4.000 FEET FROM THE CENTER QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING SOUTH 89°14'29" EAST BETWEEN THE CENTER QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 2). AND RUNNING THENCE NORTH 00°44'19" EAST ALONG SAID SUBDIVISION BOUNDARY AND THE EASTERLY BOUNDARY OF THE CRIMSON FIELDS – PHASE 2 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, A DISTANCE OF 535.703 FEET TO THE SOUTHWEST BOUNDARY CORNER OF THE CRIMSON PARK – PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION AND LINE EXTENDED, THE FOLLOWING (7) SEVEN COURSES: (1) SOUTH 89°15'41" EAST 95.007 FEET; (2) SOUTH 00°44'19" WEST 6.000 FEET; (3) SOUTH 89°15'41" EAST 50.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 89°15'41" EAST); (4) RUNNING NORTHEASTERLY ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°59'12", A DISTANCE OF 31.411 FEET; (5) SOUTH 89°16'29" EAST 33.797 FEET; (6) SOUTH 00°43'31" WEST 77.500 FEET; AND (7) SOUTH 89°16'29" EAST 325.912 FEET; THENCE SOUTH 54°16'12" EAST 229.382 FEET; THENCE SOUTH 35°44'05" WEST 96.757 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 632.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 54°47'54", A DISTANCE OF 604.453 FEET TO THE EASTERLY BOUNDARY OF SAID CRIMSON FIELDS – PHASE 5 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (2) TWO COURSES: (1) NORTH 00°45'31" EAST 7.995 FEET; AND (2) NORTH 89°14'29" WEST 141.695 FEET TO THE POINT OF BEGINNING.

CONTAINS 282,969 SQ. FT., (6.496 ACRES)