



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

Parcel No. H-SMGE-1-4-RD2

Application Id: 2665

CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 20 day of MARCH 2024, by Michael Witkowski, Trustee of the Michael Witkowski and Terry Witkowski Revocable Living Trust ("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 located at 849 N. 2500 W, Hurricane, Utah and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, Grantee has established a Water Efficient Landscape Rebate Program ("Program") to promote conservation and reduce future water demand. The Program incentivizes participants to convert irrigated grass to water-efficient landscaping; and

WHEREAS, Grantor desires to reduce the use of water for outside irrigation on the Property, and Grantor and all successors in interest desire to ensure that any areas converted from irrigated grass to water-efficient landscaping remain permanently converted; and

WHEREAS, Grantor has converted a qualifying area of irrigated grass on the Property to water-efficient landscaping in the size described in Exhibit "B" ("Conversion"), and will receive payment from Grantee in exchange; and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to ensure that the Conversion remains in compliance with the Program or, if such Conversion falls out of compliance, to reimburse Grantee the full rebate amount plus reasonable administrative costs and interest at the rate of five percent (5%) per annum; and

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 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 the Conversion remains in compliance with the Program or, if such Conversion falls out of compliance, to allow the Grantee to collect the full rebate amount plus reasonable administrative costs and interest at the rate of five percent (5%) per annum. 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 and in a reasonable manner in order to ensure Grantor's compliance with and otherwise enforce the terms of this Easement, provided that 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 apply to the Property restricting outside irrigation or imposing water conservation rates, even if subsequently passed and retroactively effective.

4. **Prohibited Uses.** Any activity which intentionally modifies the water-efficient landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated grass, spray irrigation systems, swimming pools, ponds, or other bodies of water, or water features upon or within the Conversion described in Exhibit B is prohibited and shall constitute a breach of this Easement.

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.

(c) **Authority.** If Grantor is a corporation, limited liability company, general or limited partnership, or trust, each individual executing this Easement on behalf of such entity represents and warrants that he or she is duly authorized to execute this Easement and that this Easement is enforceable against said entity in accordance with its terms. If the Property is co-owned, each individual executing this Easement represents and warrants that he or she is duly authorized to execute this Easement and that this Easement is enforceable against co-owners in accordance with its terms.

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 forty-five (45) days from Grantor's receipt of written notice, Grantor shall pay to Grantee the full rebate amount Grantor received from Grantee plus reasonable administrative costs as determined by Grantee and interest at the rate of five percent (5%) per annum. Grantee shall have all rights and remedies provided under applicable Federal or State law for a violation or threatened violation of this Easement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the Grantee hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

(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) **Utah Law to Govern.** This Easement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention, and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth District Court of the State of Utah.

(d) **Waiver.** The waiver by Grantee of a breach of any provision of this Easement 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 Easement. Grantor may request Grantee consider a waiver of this Easement. Any waiver shall be in writing, signed by Grantee, and recorded in the official records of the county recorder. Grantee may require Grantor to reimburse Grantee the full rebate amount plus reasonable administrative costs and interest at the rate of five percent (5%) per annum.

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.

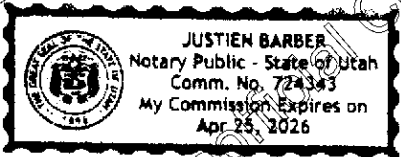
GRANTOR

By: Michael A. Witkowski

Printed Name: MICHAEL A. WITKOWSKI

STATE OF Utah)
COUNTY OF Washington) : ss.

On this 26 day of March, 2024, personally appeared before me, Michael Witkowski who duly acknowledged to me that he/she is the Trustee of the Michael Witkowski and Terry Witkowski Revocable Living Trust, and that he/she executed the foregoing easement on behalf of the trust by appropriate authority and that said easement was the act of the trust for its stated purpose.



Justien Barber
NOTARY PUBLIC

EXHIBIT A

Legal Description of Property

All of lot number 4, SKY MOUNTAIN GOLF EST 1 AMD, which is located in Hurricane UT, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah.

EXHIBIT B

Physical Description of Conversion

Entirety of the Eastern front yard on the Southern side of the Driveway

Square feet: 418

Plant coverage: The Conversion has fifty percent (50%) living plant and tree cover at maturity, using water-efficient vegetation. The Conversion is free of grass. Existing plants and trees outside of the Conversion can be used to meet the 50% living plant cover requirement if installing a permeable, synthetic turf or an acceptable permanent hardscape.

Irrigation systems: The Conversion has either no irrigation system or a low-volume drip irrigation system. If a drip irrigation system is used, it includes a filter, pressure regulator, and emitters rated at twenty (20) gallons per hour or less. The system is free of malfunctions and leaks. No spray irrigation is applied to the Conversion.

Surface treatments: The Conversion is covered by a layer of mulch permeable to air and water, such as rock, bark, ungrouted steppingstones, permeable artificial turf, and/or living groundcovers (where plant density ensures full cover). The Conversion is free of bare soil and impermeable barriers that would inhibit the passage of air and water to the soil.