

DOC # 20240026166

Easements Page 1 of 6
Gary Christensen Washington County Recorder
08/20/2024 01:15:42 PM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERVANCY DISTRICT



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-SKLV-1-Common A
W-SKLV-1-Common B
W-SKLV-1-Common C WATER CONSERVATION EASEMENT
W-SKLV-1-Common D
W-SKLV-1-Common E (Common Areas)

THIS GRANT OF WATER CONSERVATION EASEMENT is made this 16 day of August 2024, by [Name] Donald Bean, [Title] Director of [Entity Name] Long Valley Owners Association (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 42,602 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").

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 42,602 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 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).

(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: *Donald Bean*

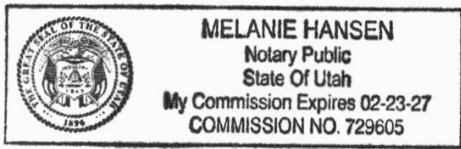
Name: Donald Bean

Title: Director

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 10 day of Aug., 20 24, personally appeared before me
[Name] Donald Bean, [Title] Director of the
[Entity Name] Long Valley Owners Association 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.

Melanie Hansen
NOTARY PUBLIC





533 East Waterworks Dr.
St. George, Utah 84770
(435) 673-3617
www.wcwcd.org

COMMERCIAL BUILDING PERMIT IMPACT FEE APPLICATION AND RECEIPT			
OWNER INFORMATION			
Name	Preston Jensen		
Address	2051 E Red Hills Parkway Ste 5		
City	St. George	State Utah	Zip code 84770
Telephone	435-674-9290		
LOT INFORMATION			
Address	Dixie Drive & Gap Canyon Parkway		
City	St. George	State Utah	Zip code 84770
Serial/Parcel Number	SG-DCO-11-PT-A		
Name/Type of Project	Dixie Commons Lot 11		
WCWCD certification is made based on information and representation given by applicant. Any false or misleading information may render this certification null and void.			
I hereby certify that the above-referenced information is true and correct.			
APPLICANT'S AUTHORIZED SIGNATURE:			
Kim Townes <small>Digitally signed by Kim Townes Date: 2024.08.16 08:44:21-06'00'</small>			



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COMMERCIAL BUILDING PERMIT IMPACT FEE APPLICATION AND RECEIPT			
OWNER INFORMATION			
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Telephone	435-674-9290		
LOT INFORMATION			
Address	Dixie Drive & Gap Canyon Parkway		
City	St. George	State Utah	Zip code 84770
Serial/Parcel Number	SG-DCO-10		
Name/Type of Project	Dixie Commons Lot 10		
WCWCD certification is made based on information and representation given by applicant. Any false or misleading information may render this certification null and void.			
I hereby certify that the above-referenced information is true and correct.			
APPLICANT'S AUTHORIZED SIGNATURE:			
Kim Townes	Digitally signed by Kim Townes Date: 2024.08.16 08:44:00-06'00'		

EXHIBIT A

All the common area within Skyline at Long Valley Subdivision, which is located in Washington Utah, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah. ^{Area 4.3}