

DOC # 20220004030

Easements Page 1 of 4
Gary Christensen Washington County Recorder
01/20/2022 11:06:08 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



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. SC-610-2

WATER CONSERVATION EASEMENT
(Commercial/Industrial Parcel)

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 6th day of January 2022, by [Name] Ryan W. Forsyth, [Title] Manager of [Business Name] RKF Santa Clara, LLC (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 3,000 square feet on the Property, and Grantor desires to ensure that those areas remain permanently without irrigated landscaping; and

WHEREAS, Grantee is willing to waive the IMPACT FEE owed for those areas 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 more than 3,200 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 irrigated area in excess of the amount set forth in paragraph 4, above (for example, if the excess area is 1,000 square feet, the impact fee would be owed for an additional 1,000 square feet at the rate specified in Grantee's impact fee enactment in effect at the time of payment).

(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: [Signature]
Name: Ryan W. Forsyth
Title: Manager

STATE OF UTAH)
 Box Elder : ss.
COUNTY OF WASHINGTON)

On the 10 day of January, 2022, personally appeared before me [NAME] Ryan Forsyth, [TITLE] manager of the [BUSINESS NAME] Eye Santa Clara LLC, hereinafter "CORPORATION/PARTNERSHIP", who acknowledged to me that he/she executed the foregoing instrument on behalf of the CORPORATION/PARTNERSHIP, by appropriate authority, and that the document was the act of CORPORATION/PARTNERSHIP for its stated purpose.

[Signature]
NOTARY PUBLIC



Account 1061955

Location

Account Number 1061955
 Parcel Number SC-GIO-2
 Tax District 09 - Santa Clara City
 Acres 1.35
 Situs 0, 0
 Legal Subdivision: GIOVENGO (SC) Lot: 2
 Parent Accounts 0244775
 Parent Parcels SC-6-2-8-2201

Owner

Name RKF SANTA CLARA LLC
 1835 S HWY 89
 PERRY, UT 84302

Value

Market (2021) \$485,100
 Taxable \$485,100
 Tax Area: 09 Tax Rate: 0.008886
 Type Actual Assessed Acres
 Non-Primary \$485,100 \$485,100 1.350
 Land

Child Accounts

Child Parcels

Sibling Accounts

Sibling Parcels

Transfers

Entry Number

20070056552
20200012655
20210008652

Recording Date

11/28/2007 04:13:19 PM
03/13/2020 10:39:38 AM
02/05/2021 02:41:00 PM

"Tax"

Images

Tax Year

Taxes

2021 \$4,310.60
 2020 \$0.00 

• **GIS**