



WHEN RECORDED RETURN TO:

WCWCD

533 East Waterworks Dr.

St. George, Utah 84770

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Space Above This Line for Recorder's Use

Serial No. SG-5-3-35-442 & SG-5-3-35-4421

**WATER CONSERVATION EASEMENT**

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 19 day of April 2017, by Curt Gordon, the President of DESERT CANYONS DEVELOPMENT, INC., ("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 intends to develop the Property into a residential subdivision to be known as DESERT VALLEY – PHASE 1 containing 20 lots ; and

WHEREAS, Grantee has established a water impact fee (Water Availability Fee, "WAF") 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 WAF for areas over 5,000 square feet per lot on the Property; and

WHEREAS, Grantee is willing to waive a portion of the WAF that would otherwise be owed on each lot on the Property and limit the amount paid per lot to the amount applicable to one equivalent residential unit as set forth in the Grantee's Capital Facilities Plan ("CFP"), 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 WAF 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 WAF 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 Grantors' 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 Property restricting outside irrigation or imposing water conservation rates, even if subsequently passed.

4. Prohibited Uses. **Any activity which increase the total are of landscaping requiring irrigation on the Property to more than five thousand (5,000) square feet per lot 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 WAF owed in that year for every square foot in excess of 10,000 (for example, if the lot is 12,000 sf, the impact fee would be owed for an additional 2,000 sf).

(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.

**Signatures on succeeding page**


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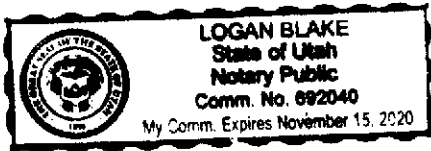
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GRANTOR

By:   
Curt Gordon  
President, Desert Canyons Development, Inc.

STATE OF UTAH )  
 ) ss.  
COUNTY OF WASHINGTON )

On the 19 day of April, 2017, personally appeared before me, Curt Gordon, President of Desert Canyons Development, Inc., 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.



  
NOTARY PUBLIC

**EXHIBIT A**

**LEGAL DESCRIPTION**

BEGINNING AT A POINT NORTH 01°10'35" EAST ALONG THE SECTION LINE, A DISTANCE OF 1428.373 FEET AND SOUTH 88°49'25" EAST 1370.483 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°45'30" EAST ALONG THE QUARTER SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 35), SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE DESERT RIM - PHASE 1 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE AND A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIUS POINT BEARS NORTH 05°41'50" EAST), AND RUNNING THENCE ALONG THE ARC OF A 1118.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°34'27", A DISTANCE OF 518.538 FEET; THENCE NORTH 69°07'22" EAST 157.968 FEET; THENCE SOUTH 20°52'38" EAST 41.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 20°52'38" EAST); THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°37'31", A DISTANCE OF 30.587 FEET; THENCE SOUTH 18°30'09" EAST 285.516 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 525.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°21'36", A DISTANCE OF 85.766 FEET; THENCE SOUTH 80°51'27" WEST 50.000 FEET; THENCE SOUTH 73°05'16" WEST 226.828 FEET; THENCE SOUTH 76°51'25" WEST 85.095 FEET; THENCE SOUTH 79°54'16" WEST 85.087 FEET; THENCE SOUTH 82°53'39" WEST 86.196 FEET; THENCE SOUTH 86°21'59" WEST 93.218 FEET; THENCE SOUTH 86°57'27" WEST 45.000 FEET; THENCE NORTH 03°02'33" WEST 51.159 FEET; THENCE SOUTH 86°57'27" WEST 118.500 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID DESERT RIM - PHASE 1 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (2) TWO COURSES: (1) NORTH 03°02'33" WEST 200.714 FEET; AND (2) NORTH 05°40'10" EAST 175.904 FEET TO THE POINT OF BEGINNING.

CONTAINS 300,067 SQ. FT., (6.889 ACRES)