

WHEN RECORDED RETURN TO:

Washington County Water Conservancy Distr
533 East Waterworks Dr.
St. George, Utah 84770

DOC # 20180026587

Easements Page 1 of 5
Russell Shirts Washington County Recorder
06/27/2018 02:12:11 PM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. H-4205-D-8-A

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 2nd day of June, 2018 [NAME] Russ Shirts, [TITLE] Manager of [BUSINESS NAME] Town Ranch, 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 intends to develop the Property into a residential subdivision to be known as Town Ranch at East Haven, Phase 1, containing 56 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 increases the total area 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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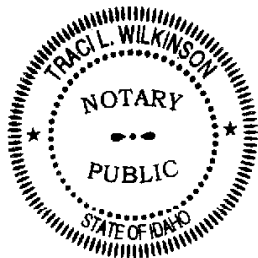
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GRANTOR

By: Roger Baer
Name: Roger Baer
Title: Managing Member

STATE OF ~~UTAH~~ Idaho)
COUNTY OF ~~WASHINGTON~~ Bonnerville) ss.

On the 21 day of June, 2018, personally appeared before me
[NAME] Roger Baer, [TITLE] managing member of the
Tava Land, 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.



Traci L. Wilkinson
NOTARY PUBLIC
residing @ Idaho Falls, ID
Commission expires: 3/20/21



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

EXHIBIT "A"

TAVA RESORT AT SAND HOLLOW PHASE 1 PARCEL (March 16, 2018)

Commencing at the West ¼ Corner of Section 23, Township 42 South, Range 14 West, Salt Lake Base and Meridian; Thence North 00°05'32" East, along the Section line, a distance of 54.88 feet; Thence North 90°00'00" East, a distance of 138.43 feet to the Point of Beginning, Thence North 62°22'17" East, a distance of 109.71 feet; Thence North 30°12'46" East, a distance of 53.16 feet; Thence North 62°22'17" East, a distance of 94.03 feet; Thence North 32°06'53" West, a distance of 74.28 feet; Thence North 36°23'22" West, a distance of 52.75 feet; Thence North 30°21'44" West, a distance of 42.87 feet; Thence North 12°56'20" East, a distance of 107.02 feet; Thence South 71°30'21" East, a distance of 100.05 feet; Thence North 14°02'16" East, a distance of 103.62 feet; Thence North 67°39'14" West, a distance of 6.65 feet; Thence North 22°20'46" East, a distance of 26.00 feet; Thence South 67°39'14" East, a distance of 117.34 feet; Thence North 22°14'27" East, a distance of 26.00 feet; Thence North 13°20'14" East, a distance of 54.43 feet; Thence North 07°36'58" East, a distance of 36.45 feet; Thence North 00°13'25" West, a distance of 11.76 feet; Thence North 06°45'30" West, a distance of 319.48 feet; Thence North 24°57'10" West, a distance of 49.52 feet; Thence North 00°15'03" West, a distance of 109.96 feet; Thence North 89°44'57" East, a distance of 252.42 feet, to a point on the Westerly line of the Retreat At Sand Hollow Phase 3, according to the Official Plat thereof filed under Document #20170007372 Washington County Records; Thence the following nine (9) courses along said line, South 00°14'52" East, a distance of 133.84 feet; Thence South 11°11'30" East, a distance of 330.64 feet; Thence South 00°04'34" West, a distance of 647.60 feet; Thence South 62°00'03" West, a distance of 81.22 feet; Thence South 50°00'53" West, a distance of 53.16 feet; Thence South 62°00'03" West, a distance of 99.00 feet; Thence South 27°59'57" East, a distance of 164.16 feet; Thence South 49°05'50" East, a distance of 360.61 feet, to a point on the Northwestern line of The Retreat At Sand Hollow Resort Phase 1, according to the Official Plat found on Document #20070042165 Washington County Records; Thence South 88°04'15" West, a distance of 127.21 feet, to the Northeasterly Corner of The Retreat At Sand Hollow Resort Phase 1A, according to the Official Plat found on Document #20100000283, Washington County Records; Thence North 66°08'22" West, a distance of 65.73 feet, to the Northwestern Corner of said Phase 1A; Thence South 38°36'48" West, along the Westerly line of said Phase 1A, a distance of 113.71 feet; Thence South 14°35'43" West, along said line, a distance of 46.58 feet; Thence South 34°42'04" West, along said line and an extension thereof, a distance of 115.91 feet, to a point on the Northeasterly line of that parcel shown by Document #20160031276, Official Washington County Records; Thence the following three (3) courses are along said line, North 50°38'16" West, a distance of 126.11 feet; Thence North 27°37'43" West, a distance of 702.77 feet; Thence North 32°02'05" West, a distance of 87.40 to the Point of Beginning:

Containing: 15.20 acres, more or less.