

DOC # 20190041522

Easements Page 1 of 5
Russell Shirts Washington County Recorder
10/08/2019 11:36:39 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



WHEN RECORDED RETURN TO:

WCWCD

533 East Waterworks Dr.

St. George, Utah 84770

Space Above This Line for Recorder's Use

Serial No. SG-5-3-15-144, SG-5-3-15-132, SG-5-3-15-31112, SG-5-3-15-318

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 4th day of OCTOBER 2019, by Ed Burgess, the President of QUALITY PROPERTIES, 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 Banded Hills Subdivision containing 12 lots; and

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

WHEREAS, Grantee is willing to waive a portion of the IMPACT FEE 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 Impact Fee Facilities Plan ("IFFP"), 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 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 limited as set forth herein or, if such water use is not limited, 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 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 IMPACT FEE 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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GRANTOR

By: Ed Burgess

Quality Properties, Inc.
Ed Burgess, President

STATE OF UTAH
COUNTY OF WASHINGTON } s.s

On this the 4th day of October, 2019, before me
Stephanie Gledhill, a notary public, personally appeared Ed Burgess, proved
on the basis of satisfactory evidence to be the person whose name is subscribed to in this document,
and acknowledged they executed the same.



Stephanie Gledhill
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

BEGINNING AT THE SOUTHWESTERLY BOUNDARY CORNER OF MAPLE ESTATES – PHASE 4 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'10" EAST ALONG THE SECTION LINE A DISTANCE OF 1889.581 FEET AND SOUTH 1°14'50" WEST 662.669 FEET FROM THE WEST QUARTER CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°45'10" EAST BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 15); AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION AND THE SOUTHERLY BOUNDARY OF MAPLE ESTATES – PHASE 3 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE THE FOLLOWING (15) FIFTEEN COURSES: (1) NORTH 68°40'34" EAST 129.222 FEET; (2) NORTH 39°09'16" EAST 106.261 FEET; (3) NORTH 54°21'47" EAST 117.006 FEET; (4) NORTH 88°48'26" EAST 46.878 FEET; (5) NORTH 38°08'41" EAST 104.573 FEET; (6) NORTH 49°38'06" EAST 111.490 FEET; (7) NORTH 66°07'08" EAST 84.359 FEET; (8) NORTH 03°28'14" EAST 32.260 FEET; (9) NORTH 28°20'15" EAST 72.361 FEET; (10) NORTH 54°47'14" EAST 127.486 FEET; (11) NORTH 66°19'55" EAST 179.724 FEET; (12) NORTH 47°36'44" EAST 32.047 FEET; (13) NORTH 47°36'44" EAST 105.431 FEET; (14) NORTH 45°12'38" EAST 203.627 FEET; AND (15) NORTH 57°51'32" EAST 43.419 FEET; THENCE SOUTH 32°08'28" EAST 110.946 FEET; THENCE SOUTH 38°56'27" EAST 94.646 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 38°56'27" EAST), SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BANDED HILLS DRIVE ROADWAY DEDICATION RECORDED AS DOCUMENT NO. 20100002974, WITH THE WASHINGTON COUNTY RECORDER'S OFFICE THENCE ALONG SAID ROADWAY DEDICATION AND THE ARC OF A 470.920 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°28'00", A DISTANCE OF 159.998 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE BANDED HILLS DRIVE ROADWAY DEDICATION RECORDED AS DOCUMENT NO. 20090021919 WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID ROADWAY DEDICATION THE FOLLOWING (8) EIGHT COURSES: (1) NORTH 58°24'32" WEST 5.000 FEET; (2) SOUTH 31°35'28" WEST 196.053 FEET TO A POINT OF CURVATURE; (3) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 530.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°13'53", A DISTANCE OF 94.643 FEET; (4) SOUTH 21°21'35" WEST 58.935 FEET TO A POINT OF CURVATURE; (5) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 470.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°59'29", A DISTANCE OF 172.194 FEET; (6) SOUTH 42°21'04" WEST 542.138 FEET TO A POINT OF CURVATURE; (7) RUNNING WESTERLY ALONG THE ARC OF A 280.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 116°18'33", A DISTANCE OF 568.394 FEET; AND (8) NORTH 21°20'23" WEST 174.402 FEET TO THE POINT OF BEGINNING.

CONTAINS 577,042 SQ. FT. (13.247 ACRES)