

WHEN RECORDED RETURN TO:

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

DOC # 20190051090

Easements Page 1 of 5
Russell Shirts Washington County Recorder
12/06/2019 10:34:39 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



I-SD-54-11 J-6-26-325 Space Above This Line for Recorder's Use
I-6-26-326 J-6-26-327, J-6-26-328
Serial No. 35511549

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 20 day of November, 2019 [NAME] Leanne Anderson, [TITLE] Manager of [BUSINESS NAME] Recreum Properties 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 MOJAVE MESA, Phase 1, containing 14 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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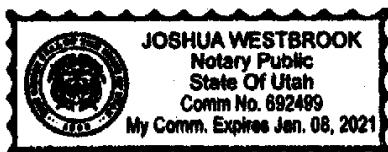
GRANTOR

Name: Lance Henderson

Title: Wings

STATE OF UTAH)
) SS.
COUNTY OF WASHINGTON)

On the 20 day of November, 2019, personally appeared before me [NAME] Lance Anderson, [TITLE] Manager of the Teancum Properties, 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.



NOTARY PUBLIC

BOUNDARY DESCRIPTION

BEGINNING AT A POINT BEING NORTH 89° 38' 23" WEST 632.14 FEET ALONG THE SECTION LINE AND NORTH 1,191.74 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 52°31'29" WEST 315.00 FEET; THENCE SOUTH 37°28'31" WEST 82.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS SOUTH 52°31'29" EAST), AND WHOSE CHORD BEARS SOUTH 07°31'29" EAST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE SOUTH 37°28'31" WEST 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS SOUTH 37°28'31" WEST), AND WHOSE CHORD BEARS SOUTH 82°28'31" WEST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE SOUTH 37°28'31" WEST 164.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS SOUTH 52°31'29" EAST), AND WHOSE CHORD BEARS SOUTH 07°31'29" EAST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE SOUTH 37°28'31" WEST 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS SOUTH 37°28'31" WEST), AND WHOSE CHORD BEARS SOUTH 82°28'31" WEST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE SOUTH 37°28'31" WEST 103.79 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°38'01", HAVING A RADIUS OF 975.00 FEET (RADIUS POINT BEARS SOUTH 52°31'29" EAST), AND WHOSE CHORD BEARS SOUTH 35°39'30" WEST 61.82 FEET; THENCE ALONG THE ARC OF SAID CURVE 61.83 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 86°21'59", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS SOUTH 56°09'30" EAST), AND WHOSE CHORD BEARS SOUTH 09°20'30" EAST 34.22 FEET; THENCE ALONG THE ARC OF SAID CURVE 37.68 FEET; THENCE SOUTH 23°07'26" WEST 39.22 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 98°58'31", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS SOUTH 37°28'31" WEST), AND WHOSE CHORD BEARS SOUTH 77°59'15" WEST 38.01 FEET; THENCE ALONG THE ARC OF SAID CURVE 43.19 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°54'10", HAVING A RADIUS OF 975.00 FEET (RADIUS POINT BEARS SOUTH 61°30'00" EAST), AND WHOSE CHORD BEARS SOUTH 24°32'55" WEST 134.38 FEET; THENCE ALONG THE ARC OF SAID CURVE 134.48 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35°15'50", HAVING A RADIUS OF 425.00 FEET (RADIUS POINT BEARS NORTH 69°24'11" WEST), AND WHOSE CHORD BEARS SOUTH 38°13'45" WEST 257.47 FEET; THENCE ALONG THE ARC OF SAID CURVE 261.58 FEET; THENCE NORTH 37°46'54" WEST 50.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°32'39", HAVING A RADIUS OF 375.00 FEET (RADIUS POINT BEARS NORTH 33°39'09" WEST), AND WHOSE CHORD BEARS NORTH 46°04'32" EAST 133.74 FEET; THENCE ALONG THE ARC OF SAID CURVE 134.46 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 100°22'11", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 54°11'48" WEST), AND WHOSE CHORD BEARS NORTH 14°22'53" WEST 38.41 FEET; THENCE ALONG THE ARC OF SAID CURVE 43.79 FEET; THENCE NORTH 32°39'59" EAST 38.30 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 94°05'46", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 25°26'01" EAST), AND WHOSE CHORD BEARS NORTH 68°23'08" EAST 36.60 FEET; THENCE ALONG THE ARC OF SAID CURVE 41.06 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 00°44'26", HAVING A RADIUS OF 375.00 FEET (RADIUS POINT BEARS NORTH 68°39'45" WEST), AND WHOSE CHORD BEARS NORTH 20°58'02" EAST 4.85 FEET; THENCE ALONG THE ARC OF SAID CURVE 4.85 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°53'31", HAVING A RADIUS OF 1025.00 FEET (RADIUS POINT BEARS SOUTH 69°24'11" EAST), AND WHOSE CHORD BEARS NORTH 25°02'35" EAST 158.92 FEET; THENCE ALONG THE ARC OF SAID CURVE 159.08 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 87°35'54", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 60°30'39" WEST), AND WHOSE CHORD BEARS NORTH 14°18'36" WEST 34.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 38.22 FEET; THENCE NORTH 31°53'27" EAST 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 87°35'54", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 31°53'27" EAST), AND WHOSE CHORD BEARS NORTH 78°05'30" EAST 34.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 38.22 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°10'58", HAVING A RADIUS OF 1025.00 FEET (RADIUS POINT BEARS SOUTH 55°42'27" EAST), AND WHOSE CHORD BEARS NORTH 35°53'02" EAST 56.93 FEET; THENCE ALONG THE ARC OF SAID CURVE 56.94 FEET; THENCE NORTH 37°28'31" EAST 103.79 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 52°31'29" WEST), AND WHOSE CHORD BEARS NORTH 07°31'29" WEST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE NORTH 37°28'31" EAST 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 37°28'31" EAST), AND WHOSE CHORD BEARS NORTH 82°28'31" EAST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE NORTH 37°28'31" EAST 164.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 52°31'29" WEST), AND WHOSE CHORD BEARS NORTH 07°31'29" WEST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE NORTH 37°28'31" EAST 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 90°00'00", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 37°28'31" EAST), AND WHOSE CHORD BEARS NORTH 82°28'31" EAST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE NORTH 37°28'31" EAST 82.00 FEET; THENCE NORTH 52°31'29" WEST 97.00 FEET; THENCE NORTH 50°58'28" WEST 127.75 FEET; THENCE NORTH 50°58'25" WEST 92.49 FEET; THENCE NORTH 39°15'53" EAST 270.94 FEET; THENCE SOUTH 52°31'30" EAST 681.20 FEET; THENCE SOUTH 37°28'31" WEST 131.77 FEET; THENCE SOUTH 48°38'25" WEST 38.73 FEET; THENCE SOUTH 37°28'31" WEST 107.00 FEET TO THE POINT OF BEGINNING.