

WHEN RECORDED RETURN TO:

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

DOC # 20200006041

Easements Page 1 of 4
Russell Shirts Washington County Recorder
02/04/2020 03:42:17 PM Fee \$ 0.00
BY WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. H-3-2-3-445

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 4 day
of Feb 2010, by Sean Reddick,
(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 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 on the
Property; and

WHEREAS, Grantee is willing to waive a portion of the IMPACT FEE owed 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 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 five thousand (5,000) 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 the lot in excess of 10,000 (for example, if the lot is 12,000 square feet, the impact fee would be owed for an additional 2,000 square feet).

(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.

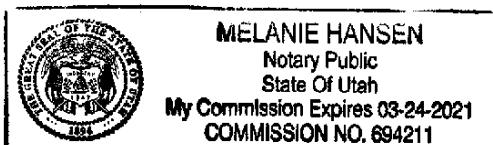
IN WITNESS WHEREOF, Grantor has set his/her hands on the day and year first above written.

GRANTOR

Mark

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 4 day of Feb., 2020 personally
appeared before me, Sean Reddish, and acknowledged to me that he/she
executed the foregoing instrument.



M Hansen
NOTARY PUBLIC

Account 1044019*Exhibit A*

<u>Location</u>	<u>Owner</u>	<u>Value</u>
Account Number 1044019	Name REDDISH SEAN R & MARCI ANN PEPPER	Market (2019) \$0
Parcel Number H-3-2-3-449	751 S 920 W	No taxable value types
Tax District 03 - Hurricane City	HURRICANE, UT 84737	
Acres 2.00		
Siitus 0, 0		

Legal Subdivision: HURRICANE FIELD SUR BLK 6
 (H) Lot: 21 BEGINNING AT THE SOUTHWEST
 CORNER OF LOT TWENTY -ONE (21), BLOCK 6,
 HURRICANE FIELD SURVEY, ACCORDING TO
 THE OFFICIAL PLAT THEREOF, ON FILE IN THE
 OFFICE OF THE RECORDER OF WASHINGTON
 COUNTY, STATE OF UTAH; THENCE N00*14'58"E,
 ALONG THE WEST LOT LINE OF AFORESAID
 LOT, 263.80 FEET; THENCE S89*50'56"E, 330.30
 FEET TO THE EAST LOT LINE OF AFORESAID
 LOT; THENCE S00*15'04"W, ALONG THE EAST
 LOT LINE OF AFORESAID LOT, 263.80 FEET
 TO THE SOUTHEAST CORNER OF AFORESAID
 LOT; THENCE N89*50'56"W, ALONG THE SOUTH
 LOT LINE OF AFORESAID LOT, 330.29 FEET TO
 THE POINT OF BEGINNING.

Parent Accounts 0354608**Parent Parcels** H-3-2-3-4217-B-1**Child Accounts****Child Parcels****Sibling Accounts****Sibling Parcels****Transfers**

<u>Entry Number</u>	<u>Recording Date</u>
<u>20090048182</u>	<u>12/22/2009 03:58:25 PM</u>
<u>20100006647</u>	<u>03/01/2010 04:23:46 PM</u>
<u>20100006648</u>	<u>03/01/2010 04:23:46 PM</u>
<u>20100043974</u>	<u>12/30/2010 10:52:48 AM</u>
<u>20110000235</u>	<u>01/04/2011 09:18:39 AM</u>
<u>20180021199</u>	<u>05/22/2018 01:51:58 PM</u>
<u>20190030349</u>	<u>07/31/2019 01:30:13 PM</u>
<u>202000000600</u>	<u>01/06/2020 11:50:06 AM</u>

"Tax"**Images**

<u>Tax Year</u>	<u>Taxes</u>	<u>Images</u>
2019	\$0.00	• <u>GIS</u>
2018	No Tax Values	