

WHEN RECORDED RETURN TO:

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

DOC # 20200015769

Easements Page 1 of 5
 Russell Shirts Washington County Recorder
 03/31/2020 12:29:44 PM Fee \$ 0.00
 By WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. SG-5-3-34-136, SG-5-3-34-131 & SG-5-3-34-137

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this day of March 24, 20 20, Rick Salisbury, Manager of DESERT VISTA AT DESERT CANYONS, L.L.C., 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 Desert Vista at Desert Canyons, Phase 1, containing 36 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: Rick —

Name: Desert Vista at Desert Canyons, L.L.C.

Title: Rick Salisbury, Manager

STATE OF UTAH
COUNTY OF WASHINGTON } S.S

On this the 24 day of March, 2020, before me
Justin Gee, a notary public, personally appeared Rick Salisbury,
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.

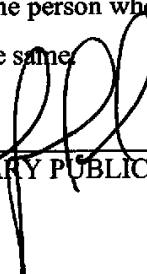

NOTARY PUBLIC

EXHIBIT A

BEGINNING AT THE NORTHEASTERLY BOUNDARY CORNER OF THE DESERT HOLLOW - PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 88°47'21" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1459.431 FEET AND NORTH 01°12'39" EAST 1015.078 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°47'21" WEST ALONG THE QUARTER SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE EAST QUARTER CORNER OF SAID SECTION 34), AND RUNNING THENCE ALONG SAID NORTHERLY SUBDIVISION THE FOLLOWING (3) THREE COURSES: (1) SOUTH 74°42'52" WEST 143.647 FEET TO A POINT OF CURVATURE; (2) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 825.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°11'56", A DISTANCE OF 74.858 FEET; AND (3) SOUTH 20°29'04" EAST 50.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 20°29'04" EAST); THENCE ALONG THE ARC OF A 775.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°08'32", A DISTANCE OF 28.975 FEET; THENCE SOUTH 67°22'25" WEST 715.602 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 83°10'55", A DISTANCE OF 29.036 FEET; THENCE SOUTH 15°48'30" EAST 3.263 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 825.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°34'38", A DISTANCE OF 8.312 FEET; THENCE SOUTH 74°46'08" WEST 60.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 74°46'08" WEST); THENCE ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 87°08'23", A DISTANCE OF 30.417 FEET; THENCE NORTH 12°22'15" WEST 73.074 FEET; THENCE NORTH 63°02'38" WEST 99.823 FEET; THENCE NORTH 70°28'32" WEST 106.229 FEET; THENCE NORTH 25°47'16" WEST 160.562 FEET; THENCE NORTH 19°12'28" EAST 52.529 FEET; THENCE NORTH 80°42'54" EAST 105.734 FEET; THENCE NORTH 80°24'55" EAST 45.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 80°24'55" EAST); THENCE ALONG THE ARC OF A 477.500 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°04'59", A DISTANCE OF 9.026 FEET; THENCE NORTH 81°29'12" EAST 49.974 FEET; THENCE NORTH 79°32'24" EAST 42.365 FEET; THENCE NORTH 77°46'31" EAST 41.245 FEET; THENCE NORTH 76°07'43" EAST 36.787 FEET; THENCE NORTH 74°17'24" EAST 50.326 FEET; THENCE NORTH 72°38'36" EAST 27.706 FEET; THENCE NORTH 70°45'20" EAST 61.741 FEET; THENCE NORTH 69°06'31" EAST 16.289 FEET; THENCE NORTH 67°33'51" EAST 56.898 FEET; THENCE NORTH 65°55'02" EAST 21.133 FEET; THENCE NORTH 64°38'35" EAST 39.253 FEET; THENCE NORTH 63°48'53" EAST 614.646 FEET; THENCE NORTH 41°50'59" EAST 50.022 FEET; THENCE NORTH 40°08'50" EAST 107.377 FEET; THENCE SOUTH 46°29'02" EAST 83.739 FEET; THENCE SOUTH 41°39'53" EAST 84.952 FEET; THENCE SOUTH 25°19'54" EAST 159.858 FEET; THENCE SOUTH 64°54'23" WEST 105.000 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF THE DESERT CROSSING - PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTHERLY SUBDIVISION BOUNDARY THE FOLLOWING (5) FIVE COURSES: (1) NORTH 25°04'38" WEST 9.986 FEET; (2) SOUTH 64°55'22" WEST 50.000 FEET; (3) SOUTH 25°04'38" EAST 90.410 FEET TO A POINT OF CURVATURE; (4) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 20.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 99°47'30", A DISTANCE OF 34.834 FEET; AND (5) SOUTH 74°42'52" WEST 69.269 FEET TO THE POINT OF BEGINNING.

CONTAINS 467,217 SQ. FT., (10.726 ACRES)