

**WHEN RECORDED RETURN TO:**

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

**DOC # 20210045776**

Easements Page 1 of 5  
Gary Christensen Washington County Recorder  
07/06/2021 12:23:02 PM Fee \$ 0.00  
By WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. SG-5-3-33-418

**WATER CONSERVATION EASEMENT**

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 28<sup>th</sup> day of JUNE, 2021, Troy Ence, Manager of FACTION, 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 Sand Ridge Phase 4, containing 27 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:  \_\_\_\_\_

Name: Troy Ence

Title: Manager, Faction, L.L.C.

STATE OF UTAH  
COUNTY OF WASHINGTON } s.s

On this the 28 day of June, 2021, before me  
Logan Blake, a notary public, personally appeared Troy Ence,  
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 SOUTHEASTERLY BOUNDARY CORNER OF THE SAND RIDGE – PHASE 2 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°42'48" EAST ALONG THE SECTION LINE, A DISTANCE OF 22.384 FEET AND SOUTH 01°17'12" WEST 439.625 FEET FROM THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°43'03" EAST BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 33), AND RUNNING THENCE SOUTH 24°43'00" EAST 87.963 FEET; THENCE SOUTH 31°39'40" EAST 103.696 FEET; THENCE NORTH 86°02'05" EAST 97.426 FEET; THENCE SOUTH 05°06'21" EAST 100.342 FEET; THENCE SOUTH 29°27'52" EAST 49.552 FEET; THENCE SOUTH 04°18'48" EAST 135.223 FEET; THENCE SOUTH 83°46'56" WEST 85.448 FEET; THENCE SOUTH 82°29'19" WEST 97.197 FEET; THENCE SOUTH 75°26'48" WEST 50.055 FEET; THENCE SOUTH 78°08'40" WEST 100.000 FEET; THENCE SOUTH 77°47'55" WEST 88.002 FEET; THENCE SOUTH 77°13'47" WEST 88.011 FEET; THENCE SOUTH 76°27'46" WEST 87.096 FEET; THENCE SOUTH 75°07'28" WEST 86.236 FEET; THENCE SOUTH 74°03'31" WEST 86.211 FEET; THENCE SOUTH 73°00'00" WEST 86.273 FEET; THENCE SOUTH 71°52'40" WEST 86.417 FEET; THENCE SOUTH 68°34'24" WEST 86.457 FEET; THENCE SOUTH 67°41'14" WEST 98.790 FEET; THENCE SOUTH 64°37'55" WEST 25.000 FEET TO THE EASTERLY BOUNDARY OF THE SAGE CANYON – PHASE 11 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 25°22'05" WEST ALONG SAID SUBDIVISION BOUNDARY AND THE EASTERLY BOUNDARY OF THE SAGE CANYON – PHASE 10 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, A DISTANCE OF 272.872 FEET TO THE SOUTHWEST CORNER OF SAID SAND RIDGE – PHASE 2 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING (15) FIFTEEN COURSES: (1) NORTH 64°37'55" EAST 25.000 FEET; (2) NORTH 63°08'15" EAST 106.636 FEET; (3) NORTH 69°44'11" EAST 90.771 FEET; (4) NORTH 70°36'53" EAST 89.655 FEET; (5) NORTH 68°04'12" EAST 89.334 FEET; (6) NORTH 68°54'55" EAST 89.496 FEET; (7) NORTH 69°55'33" EAST 89.770 FEET; (8) NORTH 70°55'04" EAST 90.294 FEET; (9) NORTH 71°28'04" EAST 90.710 FEET; (10) NORTH 73°03'53" EAST 62.387 FEET; (11) NORTH 03°46'53" WEST 75.800 FEET; (12) NORTH 64°37'55" EAST 106.600 FEET; (13) NORTH 64°37'55" EAST 50.000 FEET; (14) NORTH 25°22'05" WEST 5.638 FEET; AND (15) NORTH 64°39'22" EAST 101.000 FEET TO THE POINT OF BEGINNING.

CONTAINS 387,700 SQ. FT., (8.900 ACRES)