

WHEN RECORDED RETURN TO:

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

Serial No. SG-5-3-32-138

Space Above This Line for Recorder's Use

WATER CONSERVATION EASEMENT  
(Common Areas)

THIS GRANT OF WATER CONSERVATION EASEMENT is made this 29 day of  
June 2027, by [Name] Troy Ence,  
[Title] Manager of [Entity Name] Faction 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

WHEREAS, Grantee has established a water impact fee ("IMPACT FEE") which is required  
to be paid prior to recording of a subdivision plat or 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 3,651 square feet of common  
area on the Property; and

WHEREAS, Grantee is willing to waive the IMPACT FEE owed for those areas of common  
area where irrigation is prohibited in accordance with this Water Conservation Easement and  
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 prohibited as set forth herein or, if such water use  
is not prohibited, 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 prohibited as set forth herein or, if such water use is not prohibited, 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 Grantor's 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 exceed 3,651 square feet of common area 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 common area in excess of the amount set forth in paragraph 4, above (for example, if the excess common area is 1,000 square feet, the impact fee would be owed for an additional 1,000 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 hand on the day and year first above written.

GRANTOR

By: 

(Name: Troy Ence (Faction LLC)

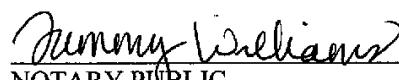
Title: Manager

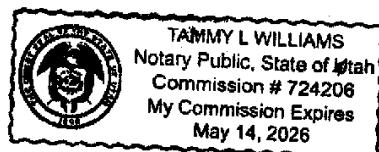
STATE OF UTAH )

) ss.

COUNTY OF WASHINGTON )

On the 29<sup>th</sup> day of June, 20 22, personally appeared before me  
 [Name] Troy Ence, [Title] Manager of the  
 [Entity Name] Faction LLC, hereinafter  
 "CORPORATION/PARTNERSHIP/LLC", who acknowledged to me that he/she executed the  
 foregoing instrument on behalf of the CORPORATION/PARTNERSHIP/LLC, by appropriate  
 authority, and that the document was the act of CORPORATION/PARTNERSHIP/LLC for its  
 stated purpose.

  
 NOTARY PUBLIC



*Exhibit A***WHITE TRAILS – PHASE 1 WHITE DOME COMMON AREA BOUNDARY DESCRIPTIONS****EAST WHITE DOME COMMON AREA**

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE WHITE DOME DRIVE ROADWAY DEDICATION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'43" EAST ALONG THE SECTION LINE, A DISTANCE OF 1381.576 FEET AND SOUTH 01°14'17" WEST 1434.853 FEET FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°45'43" WEST ALONG THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 32), AND RUNNING THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES: (1) SOUTH 87° 24' 57" WEST 158.522 FEET TO A POINT OF CURVATURE; AND (2) RUNNING SOUTHWESTERLY ALONG THE ARC OF A 1333.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13° 15' 42", A DISTANCE OF 308.536 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 04°56'25" EAST); THENCE ALONG THE ARC OF A 30.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 27° 09' 10", A DISTANCE OF 14.217 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 16°20'33" EAST); THENCE ALONG THE ARC OF A 1341.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13° 45' 30", A DISTANCE OF 322.015 FEET; THENCE NORTH 87° 24' 57" EAST 158.522 FEET; THENCE SOUTH 02° 35' 03" EAST 8.000 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,798 SQ. FT., (0.087ACRES)

**WEST WHITE DOME COMMON AREA**

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE WHITE DOME DRIVE ROADWAY DEDICATION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°45'43" EAST ALONG THE SECTION LINE, A DISTANCE OF 741.462 FEET AND SOUTH 01°14'17" WEST 1553.499 FEET FROM THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°45'43" WEST ALONG THE SECTION LINE BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 32), AND RUNNING THENCE NORTH 11° 15' 46" WEST 7.924 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 11°13'57" WEST); THENCE ALONG THE ARC OF A 1259.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 02' 51", A DISTANCE OF 110.911 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 69°15'21" WEST); THENCE ALONG THE ARC OF A 30.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22° 53' 21", A DISTANCE OF 11.985 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS NORTH 15°52'35" WEST); THENCE ALONG THE ARC OF A 1267.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 04° 38' 38", A DISTANCE OF 102.692 FEET TO THE POINT OF BEGINNING.

CONTAINS 851 SQ. FT., (0.020ACRES)