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WHEN RECORDED RETURN TO:

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



Space Above This Line for Recorder's Use

Serial No. I-6-2-4-125112-BD1 / I-6-2-4-12612-BD1 / I-6-2-4-129-BD1

WATER CONSERVATION EASEMENT
(Commercial/Industrial Parcel)

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 20 day of July 2022, by [Name] Patrick Manning, [Title] Manager of [Business Name] BD Resort 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 14,184 square feet on the Property, and Grantor desires to ensure that those areas remain permanently without irrigated landscaping; and

WHEREAS, Grantee is willing to waive the IMPACT FEE owed for those areas 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 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 114,184 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 irrigated area in excess of the amount set forth in paragraph 4, above (for example, if the excess area is 1,000 square feet, the impact fee would be owed for an additional 1,000 square feet at the rate specified in Grantee's impact fee enactment in effect at the time of payment).

(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: Patrick Manning

Title: Manager

STATE OF UTAH)

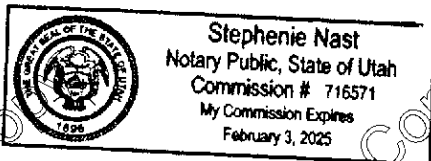
: ss.

COUNTY OF WASHINGTON)

On the 26 day of July, 2022, personally appeared before me [NAME] Patrick Manning, [TITLE] Manager of the [BUSINESS NAME] BR Remt Center 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.

Stephanie Nast
NOTARY PUBLIC





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BLACK DESERT RESORT CENTER CONDOMINIUM SUBDIVISION

(July 12, 2022)

Commencing at the East $\frac{1}{4}$ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North $01^{\circ}14'46''$ East, along the Section line, a distance of 111.53 feet; Thence North $90^{\circ}00'00''$ West, a distance of 706.28 feet, to the Point of Beginning; said point being on the Westerly right of way line of Weiskopf Way, said point being the beginning of a curve to the right, of which the radius point lies South $46^{\circ}34'00''$ West, a radial distance of 484.00 feet; thence Southerly along the arc of said curve, and said right of way line, through a central angle of $59^{\circ}43'40''$, a distance of 504.54 feet; Thence South $16^{\circ}17'40''$ West, along said right of way line, a distance of 187.76 feet; Thence North $46^{\circ}30'29''$ West, a distance of 37.40 feet; Thence North $80^{\circ}09'25''$ West, a distance of 237.76 feet; Thence South $86^{\circ}49'32''$ West, a distance of 286.15 feet; Thence South $32^{\circ}04'29''$ West, a distance of 60.75 feet; Thence North $70^{\circ}12'04''$ West, a distance of 37.57 feet; Thence North $08^{\circ}04'11''$ West, a distance of 107.58 feet; Thence South $85^{\circ}29'40''$ West, a distance of 68.71 feet; Thence North $38^{\circ}43'11''$ West, a distance of 87.89 feet; Thence South $57^{\circ}54'05''$ West, a distance of 42.58 feet; Thence South $29^{\circ}08'04''$ East, a distance of 15.58 feet; Thence South $80^{\circ}16'13''$ West, a distance of 33.11 feet; Thence North $11^{\circ}51'23''$ West, a distance of 9.42 feet; Thence South $82^{\circ}25'31''$ West, a distance of 3.11 feet; Thence North $10^{\circ}54'27''$ West, a distance of 1.38 feet; Thence South $79^{\circ}41'25''$ West, a distance of 29.74 feet; Thence North $09^{\circ}17'37''$ West, a distance of 9.36 feet; Thence South $81^{\circ}41'05''$ West, a distance of 18.44 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $79^{\circ}20'42''$ West, a radial distance of 24.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $233^{\circ}55'49''$, a distance of 97.99 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $86^{\circ}37'45''$ East, a radial distance of 407.60 feet; thence Northerly along the arc of said curve, through a central angle of $04^{\circ}39'09''$, a distance of 33.10 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $22^{\circ}47'31''$ East, a radial distance of 24.75 feet; thence Northerly along the arc of said curve, through a central angle of $131^{\circ}01'07''$, a distance of 56.60 feet to the beginning of a non-tangent curve to the right, of which the radius point lies South $79^{\circ}56'07''$ East, a radial distance of 312.97 feet; thence Northeasterly along the arc of said curve, through a central angle of $26^{\circ}57'03''$, a distance of 147.21 feet; Thence North $26^{\circ}00'32''$ West, a distance of 35.26 feet; Thence North $70^{\circ}25'49''$ West, a distance of 35.85 feet; Thence North $56^{\circ}22'22''$ East, a distance of 24.59 feet; Thence North $26^{\circ}30'51''$ West, a distance of 29.56 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.37 feet; Thence North $26^{\circ}20'36''$ West, a distance of 27.97 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.20 feet; Thence North $26^{\circ}30'51''$ West, a distance of 27.99 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.33 feet; Thence North $26^{\circ}30'51''$ West, a distance of 34.26 feet; Thence North $52^{\circ}14'22''$ West, a distance of 6.56 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North $53^{\circ}00'38''$ West, a radial distance of 5.18 feet; thence Northerly along the arc of said curve, through a central angle of $51^{\circ}28'24''$, a distance of 4.65 feet to the beginning of a compound curve to the left having a radius of 44.26 feet and a central angle of $15^{\circ}22'34''$; thence Northerly along the arc of said curve, a distance of 11.88 feet to the beginning of a compound curve to the left having a radius of 38.43 feet and a central

angle of $28^{\circ}06'15''$; thence Northwesterly along the arc of said curve, a distance of 18.85 feet; Thence North $15^{\circ}32'14''$ West, a distance of 56.11 feet to a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South $14^{\circ}10'07''$ East, a radial distance of 284.00 feet; thence Easterly along the arc of said curve, and said line, through a central angle of $17^{\circ}48'28''$, a distance of 88.27 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 54.43 feet to the beginning of a curve to the right having a radius of 23.00 feet and a central angle of $51^{\circ}23'28''$; thence Southeasterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the left having a radius of 39.50 feet and a central angle of $88^{\circ}15'40''$; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of $36^{\circ}52'12''$; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 547.00 feet and a central angle of $44^{\circ}40'30''$; thence Easterly along the arc of said curve, and said line, a distance of 426.51 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of $87^{\circ}36'10''$; thence Easterly along the arc of said curve, a distance of 35.17 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 142.56 feet to the Point of Beginning.

Containing: 12.55 acres, more or less.