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DOC # 20230014682

Easements Page 1 of 7  
Gary Christensen Washington County Recorder  
05/22/2023 11:28:28 AM Fee \$ 0.00  
By WASHINGTON COUNTY WATER CONSERV DIST

**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

Parcel No. SG-SFRC-5-123, SG-SFRC-5-94, SG-SFRC-5-26, SG-SFRC-5-88, SG-SFRC-5-89, SG-SFRC-5-90, SG-SFRC-5-91, SG-SFRC-5-92, SG-SFRC-5-93, SG-SFRC-5-95, SG-SFRC-5-96, SG-SFRC-5-97, SG-SFRC-5-98, SG-SFRC-5-99, SG-SFRC-5-100, SG-SFRC-5-101, SG-SFRC-5-102, SG-SFRC-5-103, SG-SFRC-5-104, SG-SFRC-5-105, SG-SFRC-5-106, SG-SFRC-5-107, SG-SFRC-5-108, SG-SFRC-5-109, SG-SFRC-5-110, SG-SFRC-5-111, SG-SFRC-5-112, SG-SFRC-5-113, SG-SFRC-5-114, SG-SFRC-5-115, SG-SFRC-5-116, SG-SFRC-5-117, SG-SFRC-5-118, SG-SFRC-5-119, SG-SFRC-5-120, SG-SFRC-5-121, SG-SFRC-5-122, SG-SFRC-5-124, SG-SFRC-5-125, SG-SFRC-5-126, SG-SFRC-5-127, SG-SFRC-5-128, SG-SFRC-5-129, SG-SFRC-5-130, SG-SFRC-5-131, SG-SFRC-5-132, SG-SFRC-5-133, SG-SFRC-5-134, SG-SFRC-5-135, SG-SFRC-5-136, SG-SFRC-5-137, SG-SFRC-5-138, SG-SFRC-5-139, SG-SFRC-5-140, SG-SFRC-5-141, SG-SFRC-5-142, SG-SFRC-5-143,

**CONSERVATION EASEMENT**

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 12 day of May 2023, by Pauline Biesinger, President of the Santa Fe Homeowner's Association, ("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 in the SANTA FE AT RED CLIFFS5 Subdivision and more particularly described in Exhibit "A" attached hereto and incorporated by this reference ("Property"); and

WHEREAS, Grantee has established a Water Efficient Landscape Rebate Program ("Program") to promote conservation and reduce future water demand. The Program incentivizes participants to convert irrigated grass to water-efficient landscaping; and

WHEREAS, Grantor desires to reduce the use of water for outside irrigation on the Property, and Grantor and all successors in interest desire to ensure that any areas converted from irrigated grass to water-efficient landscaping remain permanently converted; and

WHEREAS, Grantor has approved conversion of a qualifying area of irrigated grass on the Property to water-efficient landscaping in the size described in Exhibit "B" ("Conversion"); and

WHEREAS, Grantor intends, as owner of the Property, to convey to Grantee the right to ensure that the Conversion remains in compliance with the Program; and

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 conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Easement is to ensure that the Conversion remains in compliance with the Program. 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 and in a reasonable manner in order to ensure Grantor's compliance with and otherwise enforce the terms of this Easement, provided that 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 apply to the Property restricting outside irrigation or imposing water conservation rates, even if subsequently passed and retroactively effective.

4. Prohibited Uses. Any activity which intentionally modifies the water-efficient landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated grass, spray irrigation systems, swimming pools, ponds, or other bodies of water, or water features upon or within the Conversion described in Exhibit B is prohibited and shall constitute a breach of this Easement.

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. Grantee shall have all rights and remedies provided under applicable Federal or State law for a violation or threatened violation of this Easement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the Grantee hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

(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) Utah Law to Govern. This Easement has been drawn and executed in the State of Utah. All questions concerning the meaning, intention, and enforcement of any of its terms or its validity shall be determined in accordance with the laws of the State of Utah. In any dispute jurisdiction and venue shall be in the Fifth District Court of the State of Utah.

(d) Waiver. The waiver by Grantee of a breach of any provision of this Easement 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 Easement. Any waiver shall be in writing and signed by the waiving party.

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: Pauline S. Biesinger

Name: Pauline S. Biesinger

Title: President, Santa Fe at Red Cliffs HOA

STATE OF UTAH )

: ss.

COUNTY OF WASHINGTON )



On the 12 day of May, 2023 personally appeared before me  
(Name) Kristen Risenhoover who duly acknowledged to me that he/she is the  
(Title) President of (Business) Santa Fe @ Red Cliffs and that he/she executed  
the foregoing easement on behalf of the company by appropriate authority and that said easement  
was the act of the company for its stated purpose.

Kristen Risenhoover  
NOTARY PUBLIC

**EXHIBIT A**  
**Legal Description of Property**

All of the limited common area in the SANTA FE AT RED CLIFFS Phase 5, which is located in St George, UT, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah.

**EXHIBIT B**  
**Physical Description of Conversion**

**LOT 130:** The entire northern front yard contained within the limited common area.

Square feet: 263

**Plant coverage:** The Conversion has fifty percent (50%) living plant and tree cover at maturity, using water-efficient vegetation. The Conversion is free of grass. Existing plants and trees outside of the Conversion can be used to meet the 50% living plant cover requirement if installing a permeable, synthetic turf or an acceptable permanent hardscape. The entire landscape area must meet the other program requirements for plant coverage, irrigation, and surface treatments.

**Irrigation systems:** The Conversion areas have either no irrigation system or a low-volume drip irrigation system. If a drip irrigation system is used, it includes a filter, pressure regulator, and emitters rated at twenty (20) gallons per hour or less. The system is free of malfunctions and leaks. No spray irrigation is applied to the Conversion.

**Surface treatments:** The Conversion is covered by a layer of mulch permeable to air and water, such as rock, bark, ungrouted steppingstones, permeable artificial turf, and/or living groundcovers (where plant density ensures full cover). The Conversion is free of bare soil and impermeable barriers that would inhibit the passage of air and water to the soil.

**Limited Common Area Conversion Agreement**

The undersigned acknowledges and understands that Mary Garfield ("Applicant") located at (address) 210N. Mall Dr #130 St George UT is participating in the Washington County Water Conservancy District's ("District") Water Efficient Landscape Rebate Program ("Program") by converting limited common area with irrigated grass to water-efficient landscaping ("Conversion"). Upon completion of the Conversion, the Applicant and the undersigned will each grant a conservation easement to the District to ensure the Conversion remains in compliance with the Program. A rebate check will be issued to the Applicant.

By: Pauline S. Bresinger

Title: President

Name: Pauline S. Bresinger

Business: Santa Fe at Red Cliffs HOA

STATE OF UTAH )  
: ss.  
COUNTY OF WASHINGTON )

On the 12 day of May, 2023 personally appeared before me (Name) Kristen Risenhoover who duly acknowledged to me that he/she is the (Title) President of (Business) Santa Fe at Red Cliffs, and is permitted to sign documents on behalf of said Business by Authority of its Bylaws or Resolution of its Board of Directors.

Kristen Risenhoover  
NOTARY PUBLIC

