



AGREEMENT
(Landscape Conversion)

This Agreement is made and entered into effective on the 30 day of Sept, 2024 by and between the Washington County Water Conservancy District, a political subdivision of the state of Utah (the "District"), and ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION, INC., a subdivision of the city of St. George (the "Association").

RECITALS

WHEREAS, the Association is the owner of certain real property in the KACHINA SPRINGS EAST 2 2ND AMD & EXT Subdivision ("Property"); and

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SPECIFIC TERMS

1. Program Compliance. The Conversion shall remain in compliance with the Program in perpetuity. This Agreement shall confine the use of the Property to such activities as are consistent with the Program.

2. 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 A is prohibited and shall constitute a breach of this Agreement.

Application Id: 3844

3. **Reserved Rights.** The Association 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.

GENERAL TERMS

1. **Recitals.** The Recitals contained in this Agreement are incorporated into the Agreement.
2. **Authorization.** Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she so signs.
3. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
4. **Utah Law to Govern.** This Agreement 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.
5. **No Third-Party Beneficiaries.** This Agreement is not intended to be a third-party beneficiary contract for the benefit of any third parties, including but not limited to any customer of any party, and no such persons shall have any right of subrogation or cause of action against any party for any breach or default by any party hereunder. In addition, no third parties shall have any rights hereunder that would, in any way, restrict the parties' right to modify this Agreement at any time or in any manner. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement.
6. **Laws and Regulations.** Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State, and local laws and regulations.
7. **Binding on successors in interest.** This Agreement shall bind the parties hereto and their successors, heirs, assigns, and representatives.
8. **Assignment.** No rights or obligations of the Association under this Agreement shall be assigned without the prior written consent of the District.
9. **Indemnity Clause.** The Association agrees to unconditionally and absolutely defend, indemnify, save harmless, and release the District and all its officers, agents, volunteers, and employees from and against any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of the performance of this Agreement but not for claims arising from the District's sole negligence. This indemnification obligation shall survive any termination of this Agreement. The right of indemnification provided herein shall be in addition to any rights to which the District may otherwise be entitled.
10. **Notice.** Any notice to be given or payment to be made hereunder shall have been properly given or made when received by the District or the Association, as the case may be, or when deposited in the United States mail, certified or registered, postage prepaid, addressed as follows:

WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
ATTN. CONSERVATION MANAGER
533 EAST WATERWORKS DRIVE
ST. GEORGE, UTAH 84770

ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION,
INC.
ATTN. MELISSA CLARK
619 S BLUFF STREET TOWER 1 STE 201

Application Id: 3844

ST GEORGE, UT 84770

11. Waiver. The waiver by the District 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. The Association may request the District consider a waiver of this Agreement. Any waiver shall be in writing and signed by the District.

12. Rights and Remedies. If the District believes that the Association is in violation of the terms of this Agreement or that a violation is threatened, the District shall give written notice to the Association of the alleged violation and request corrective action. The parties agree to endeavor in good faith to resolve any dispute regarding any alleged violation of this Agreement. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. 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. Each party confirms that 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 parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy.

13. Sovereign Immunity. Nothing in this Agreement shall be construed to waive the sovereign immunity of the District.


14. Covenants to run with the land. The parties intend, declare, and covenant that the terms, conditions, agreements, and covenants set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, the parties and their respective successors and assigns.

15. Exhibits. The following exhibits attached hereto are incorporated herein by this reference. If there is any conflict or inconsistency between the terms of this Agreement and the Exhibits, this Agreement governs.

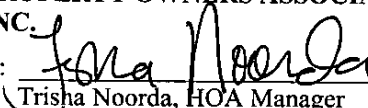
Exhibit A: Conversion

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT**

By: 
Doug Bennett, Conservation Manager

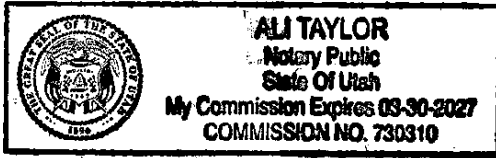
**ENTRADA AT SNOW CANYON
PROPERTY OWNERS ASSOCIATION,
INC.**

By: 
Trisha Noorda, HOA Manager

Application Id: 3844

STATE OF Utah)
COUNTY OF Washington) ss.

On the 1 day of October, 2024, personally appeared before me Trisha NoordaTrisha Noorda who duly acknowledged to me that he/she is the HOA Manager of ENTRADA AT SNOW CANYON PROPERTY OWNERS ASSOCIATION, INC., and is permitted to sign documents on behalf of said Business by Authority of its Bylaws or Resolution of its Board of Directors.



[Handwritten Signature]
NOTARY PUBLIC

Application Id: 3844

EXHIBIT A

Physical Description of Conversion

Adjacent to lot 109: Back yard area east of the lot, adjacent to the water feature.

Square feet: 1,095

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.

Irrigation systems: The Conversion has 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.