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DOC # 20240041507

Easements Page 1 of 5
Gary Christensen Washington County Recorder
12/31/2024 10:48:15 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERVANCY DISTRICT



WHEN RECORDED RETURN TO:
WCWCD
533 East Waterworks Dr.
St. George, Utah 84770

Space Above This Line for Recorder's Use

Serial No. SG-BRC-2-4-6-COMMON-T1R

AMENDED WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT, made this 16th day of December 2024 by [NAME] Bryan Flamm, [TITLE] Manager of [BUSINESS NAME] Black Ridge KD-DAI (the "Grantor"), in favor of the WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah, ("Grantee"), hereby amends and replaces that certain Water Conservation Easement dated June 20, 2024, executed by Grantor and Grantee (hereinafter jointly referred to as the "Parties") and recorded on 06/26/2023, as Entry No. 20230018605 of Official Records, Washington County, Utah.

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 issuance of a common area meter; 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 26,456 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 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 26,456 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 for which an impact fee was not paid 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 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

OWNER:

By: Name: Bryan FlammTitle: Manager

STATE OF UTAH

)

) ss.

COUNTY OF WASHINGTON)

On the 16th day of December, 2024, personally appeared before me [NAME] Bryan Flamm, [TITLE] Manager of the [BUSINESS NAME] Black Ridge KODA, 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.

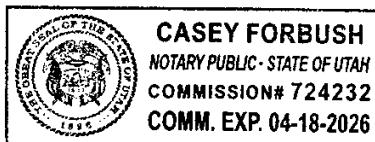


EXHIBIT A

All the common area within Black Ridge Cove 2 & 4 & 6 Subdivision which is located in St. George Utah, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah.