

WHEN RECORDED RETURN TO:

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

Space Above This Line for Recorder's Use

Serial No. H-3-2-3-449

AMENDED AND RESTATED WATER CONSERVATION EASEMENT

THIS GRANT DEED OF AMENDED WATER CONSERVATION EASEMENT, made this 23 day of June 2025 (the "Effective Date"), by Sean R Reddish and Marci Ann Pepper Reddish, (the "Grantor"), in favor of the WASHINGTON COUNTY WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah, ("Grantee"), hereby amends and replaces the Water Conservation Easement dated 6/24/2019, executed by Grantor and Grantee (hereinafter jointly referred to as the "Parties") and recorded on 6/28/2019, as Document No. 20190025573 of Official Records, Washington County, Utah (hereafter "Original Easement").

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, a potential dispute between the Parties arose as to whether Grantor had violated the terms of the Original Easement; and

WHEREAS, the Parties agreed to resolve the potential dispute by entering into this amended easement and payment of a certain sum by Grantor to Grantee; 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 after the Effective Date such water use exceeds what is set for herein, the right to collect damages.

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, Grantor does hereby voluntarily grant and convey to Grantee an amended and restated water conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purposes. 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 after the Effective Date such water use exceeds what is set for herein, to provide for damages to be paid to the Grantee. 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. Grantor executes this Easement voluntarily and understands that it will be recorded, and that this Easement shall be an encumbrance upon the Property.

2. Rights of Grantee. To accomplish the purposes 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. Grantor agrees to comply with any ordinance or other legislative action applicable to the Property that restricts outside irrigation or imposes water conservation rates, even if subsequently passed and more restrictive than this Easement.

4. Prohibited Uses. Any activity which increases the total area of landscaping requiring irrigation on the Property to more than SIX THOUSAND SEVEN HUNDRED EIGHTY SEVEN (6,787) square feet (hereafter "Allowed Irrigated Landscape") 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. The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns 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.

(c) Amendment. This Easement and all rights, covenants, and restrictions set forth herein may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee, and any such termination, extension, modification, or amendment shall be effective

only upon recordation in the official records of the county recorder of a written document effecting the same, duly executed and acknowledged by Grantor and Grantee.

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, the Grantee shall have all rights and remedies available at law or in equity, including but not limited to the right to lien the Property, collect damages, and seek injunctive relief and specific performance. 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. The parties agree that the calculation for assessing damages or liens shall be, for every square foot of irrigated landscape on the Property that is in excess of the Allowed Irrigated Landscape, payment from Grantor to Grantee of TEN DOLLARS (\$10.00) plus 8% interest, compounded monthly for every month that has elapsed since the Effective Date.

(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.

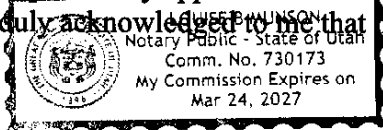
GRANTOR

By: *Sean*

Printed Name: Sean Reddish

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 23 day of June, 2025 before me, a notary public, personally appeared before me, Sean R Reddish, the signer of the foregoing easement, who duly acknowledged to me that he/she executed the same.



Louise S. Munson
NOTARY PUBLIC

By: *M. Reddish*
Marci-Ann
Printed Name: Pepper Reddish

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the 25th day of June, 2025, before me, a notary public, personally appeared before me, Marci Ann Pepper Reddish, the signer of the foregoing easement, who duly acknowledged to me that he/she executed the same.

Janelle Jones
NOTARY PUBLIC

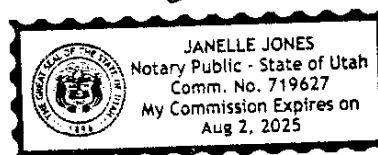


EXHIBIT A

All of lot number , HURRICANE FIELD SUR BLK 6 (H) Lot: 21 COMMENCING AT THE SOUTHWEST CORNER OF LOT TWENTY- ONE , which is located in Hurricane UT, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah.