Ivins City Staff Report
City Council Meeting 05/15/25

Agenda Item: Discuss and consider approval of Ivins City granting a water conservation easement along the Vista Estates development 200 West frontage.

Submitted by: Thomas J. Jorgensen, P.E. Assistant City Engineer

Recommended City Council Action:
Approve granting a water conservation easement along the Vista Estates development 200 West frontage.

BACKGROUND:

The Vista Estates developer has asked Ivins City to implement a Water Conservation Easement along its 200 West frontage. Granted to WCWCD, the easement limits irrigation in open space areas, allowing the developer to avoid water impact fees for non-landscaped features like trails or sidewalks.

The easement guarantees that hardscape elements—such as sidewalks or trails—within the designated landscape buffers along roadways will remain in place and not be converted into irrigated landscaping. This supports the city's larger goal of conserving water while still creating attractive and sustainable streetscapes.

WCWCD may monitor and enforce easement terms to prevent irrigated areas from exceeding limits. If Ivins converts the sidewalk into landscaping, it could trigger excess irrigation, requiring the city to pay the related impact fee. This conservation initiative supports Ivins City's long-term water sustainability goals, reducing the demand for water in our landscaping.

FINDINGS AND ANALYSIS:

After reviewing the easement documentation, staff supports this conservation initiative and agrees that it's in line with Ivins City's long-term water sustainability goals, reducing the demand for water in our landscaping.

SUPPORT MATERIALS:

- Draft common area water conservation easement

FINANCIAL IMPACT:

There is no financial impact.

Respectfully Submitted:

Thomas J. Jorgensen, P.E. Assistant City Engineer

Content Review:

Dale Coulam, City Manager

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. _____

WATER CONSERVATION EASEMENT
(Common Areas)

THIS GRANT OF WATER CONSERVATION EASEMENT is made this ___ day of _____ 20___, by [Name] _____, [Title] _____ of [Entity Name] _____ _____ (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 _____ 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 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 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 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 exceed _____ 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 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'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: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On the ____ day of _____, 20____, personally appeared before me [Name] _____, [Title] _____ of the [Entity Name] _____, hereinafter "CORPORATION/PARTNERSHIP/LLC", who acknowledged to me that he/she executed the foregoing instrument on behalf of the CORPORATION/PARTNERSHIP/LLC, by appropriate authority, and that the document was the act of CORPORATION/PARTNERSHIP/LLC for its stated purpose.

_____
NOTARY PUBLIC

EXHIBIT A

All the common area within _____ Subdivision, which is located in _____ Utah, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah.