



WHEN RECORDED RETURN TO:

WCWCD
533 East Waterworks Dr.
St. George, Utah 84770

Space Above This Line for Recorder's Use

Serial No. W-5-3-2-441 ^{PK} W-5-3-2-442, 441, 443 + 444 W-5-3-2-443
W-5-3-2-444

Impact Fee Promissory Note and Security Agreement

THIS AGREEMENT is entered this 6 day of Dec, 2019, between the
Washington County Water Conservancy District, hereinafter referred to as "District", and
Hawkeye Farms LLC
hereinafter referred to as "Owner".

WHEREAS, the District has established a water impact fee ("IMPACT FEE") which is required to be paid at the recording of subdivision plats; and

WHEREAS, the Owner desires to record a plat, the legal description of which is attached hereto and incorporated herein by this reference as Exhibit A (the "Property"); and

WHEREAS, the parties desire to reach an arrangement to allow Owner to postpone payment of some or all of the IMPACT FEE until after recording of the subdivision plat while providing for the orderly payment of fees;

NOW, THEREFORE, the District and Owner agree as follows:

1. The Owner executes this agreement to be recorded and which shall be an encumbrance upon each and every residential lot and any common area for which the IMPACT FEE is to be

charged.

2. The IMPACT FEE shall be paid for each residential lot upon the earlier of the following events:

- a. upon the sale of the lot by the **Owner** to a third party;
- b. upon the issuance of a building permit for construction on the lot; or
- c. three years from the date of this agreement.

3. The IMPACT FEE for common areas shall be due and payable upon the earliest of issuance of a water meter for the common area or three years from the date of this agreement.

4. If the requirement of provision 2.a., above, is not met for any lot or if provision 3 is not met, the IMPACT FEE shall be immediately due and payable in full for all lots and all common area in the subdivision.

5. The amount paid will be the amount of the applicable IMPACT FEE in effect at the time of payment.

6. This agreement will be recorded simultaneously with the recording of the final plat with the Washington County Recorder's Office. The **District** shall release each individual lot upon the payment of the IMPACT FEE for that lot as set forth above.

7. In the event the **Owner** has not paid in full the IMPACT FEES for all lots within the subdivision when due and payable as set forth above, the **District** shall have the right to foreclose the Property as if it were a trust deed, with all the rights granted by the laws of the State of Utah for foreclosure and shall also be entitled to recover all costs including but not

limited to court costs and attorney's fees.

8. 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.

**WASHINGTON COUNTY WATER
CONSERVANCY DISTRICT:**

By [Signature]

OWNER:

By [Signature]

Name: Robert M. Kendall
Title: Managing Member

STATE OF UTAH)
) : ss.
COUNTY OF WASHINGTON)

On the 6 day of Dec., 2019, personally appeared before me
[NAME] Robert M. Kendall, the [TITLE]
Managing Member of [ENTITY NAME]
HawkEye Pointe, LLC, who acknowledged to me that he/she executed
the foregoing instrument on behalf of the CORPORATION/PARTNERSHIP/~~SOLE~~ENTITY, by
appropriate authority, and that the document was the act of CORPORATION/PARTNERSHIP/
~~SOLE~~ENTITY for its stated purpose.

[Signature]
NOTARY PUBLIC

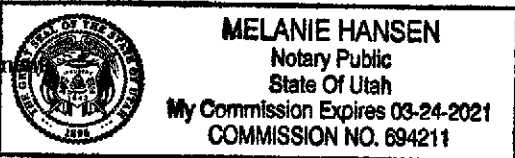


Exhibit A

All of lot numbers 101 through 147, inclusive, and all common areas, in
HOUSE BOWS Phase — which is located in Section 2, Township 43
South, Range 15 West, SLB&M, Washington County, Utah, as per plat thereof recorded in the
office of the Washington County Recorder, State of Utah.

District Initials:

MH

Owner Initials:

[Signature]

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W-5-3-2-441
W-5-3-2-442
W-5-3-2-443
Tax I.D. No. W-5-3-2-444

*SUBORDINATION AGREEMENT
FOR
IMPACT FEE PROMISSORY NOTE AND SECURITY AGREEMENT*

THE UNDERSIGNED, RED BRIDGE CAPITAL II LLC as the
BENEFICIARY under the herein described Trust Deed which covers the real property more
particularly described below, does hereby subordinate and make junior the said Trust Deed and
the Note secured thereby to that certain Impact Fee Promissory Note and Security Agreement
("IFPNSA") granted to the Washington County Water Conservancy District, Dated
December 6, 2019

The said Beneficiary understands that the lien, which WAS a first lien is being
Subordinated hereby to the IFPNSA, which IFPNSA shall have precedence and prior right over
the Trust Deed being subordinated herewith:

Said Trust Deed being subordinated is more particularly described as follows:

DATED: November 27, 2019
TRUSTOR: Hawkeye Pointe, LLC
TRUSTEE: Cottonwood Title Insurance Agency, Inc.
BENEFICIARY: Red Bridge Capital II LLC
AMOUNT: \$ 4,770,000.00
Recorded: 11/27/2019, as Entry No. N/A
in Book N/A, at page(s) N/A or
as Document No. 20190049907 of
Official Records, Washington County, Utah

Exhibit A

All of lot numbers 101 through 147 , inclusive, in Hawkeye Pointe Subdivision Phase N/A which is located in Section 2, Township 43 South, Range 15 West, SLB&M, Washington County, Utah, as per plat thereof recorded in the office of the Washington County Recorder, State of Utah.