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Unofficial Copy
DOC # 20180040285

Easements Page 1 of 5
Russell Skirts Washington County Recorder
10/04/2018 10:06:15 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



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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. W-5-2-10-210

Unofficial Copy
WATER CONSERVATION EASEMENT
(Common Areas)

THIS GRANT OF WATER CONSERVATION EASEMENT is made this 15 day of ~~September~~ 2018, by Anthony Seijas, Vice President of Rialto Partners GP II, LLC, General Partner of Rialto Real Estate Fund II, LP, Sole Member of RREF II - JFH Brillo Member, LLC, Manager of RREF II - JFH Brillo, LLC (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 (Water Availability Fee, "WAF") 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 WAF for areas over 514 square feet on the Property and irrigated landscaping is prohibited on certain portions of the common areas within the subdivision due to municipal ordinance or to the impermeability of the natural rock cover or to other impediment to irrigation recognized by Grantee and Grantor desires to ensure that those areas remain permanently in their current condition without irrigated landscaping; and

WHEREAS, Grantee is willing to waive the WAF 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 WAF 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 WAF 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.

4. Prohibited Uses. Any activity which causes any irrigation of any kind to be applied to the land shown as non-irrigable common area on the final plat to be recorded covering the Property is prohibited. Grantor warrants and represents that there shall be no more than 514 square feet of irrigable common area shown on the final plat to be recorded covering the Property.

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 WAF 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 at the rate specified in Grantee's impact fee enactment in effect at the time of payment).

(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.

Signatures on succeeding page

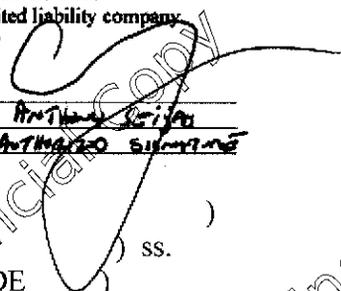
GRANTOR

RREF II-JFH BRILLO, LLC,
a Delaware limited liability company

By: RREF II-JFH Brillo Member, LLC,
a Delaware limited liability company
Its: Manager

By: Rialto Real Estate Fund II, LP,
a Delaware limited partnership
Its: Sole Member

By: Rialto Partners GP II, LLC,
a Delaware limited liability company
Its: General Partner

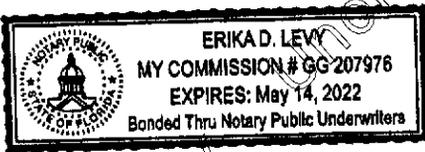
By: 
Senior Officer: Anthony Seijas
Title: ANTHONY SEIJAS

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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ss.

On the 25 day of September, 2018, personally appeared before me by Anthony Seijas, Vice President of Rialto Partners GP II, LLC, General Partner of Rialto Real Estate Fund II, LP, Sole Member of RREF II - JFH Brillo Member, LLC, Manager of RREF II - JFH Brillo, LLC, who acknowledged to me that he executed the foregoing instrument on behalf of the LLC, by appropriate authority, and that the document was the act of LLC for its stated purpose.



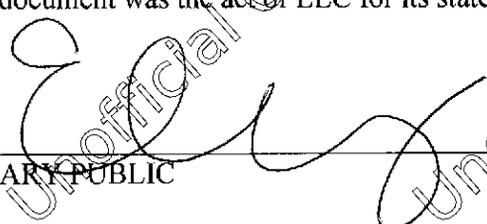

NOTARY PUBLIC

EXHIBIT A

BEGINNING AT THE SOUTHWEST CORNER OF LOT 100 OF BRIO PHASE IA SUBDIVISION FILED AS DOCUMENT NO. 20150028402 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S89°45'58"E, 105.00 FEET ALONG THE SOUTH LINE OF LOT 100 TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MILLCREEK SPRINGS DRIVE, A 60 FOOT WIDE PUBLIC ROADWAY, SAID POINT BEING ON A 125.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS N78°06'24"W; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES; SOUTHWESTERLY 69.10 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31°40'18" TO THE POINT OF CURVE OF A 175.00 FOOT RADIUS REVERSE CURVE; THENCE SOUTHWESTERLY 49.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°08'20"; THENCE LEAVING SAID RIGHT-OF-WAY LINE RUNNING N64°51'59"W, 36.13 FEET TO THE POINT OF CURVE OF A 48.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 54.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°06'01"; THENCE N0°14'02"E, 41.88 FEET; THENCE S89°45'58"E, 15.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 8480 SQUARE FEET OR 0.195 ACRE