

WHEN RECORDED RETURN TO:

WCWCD

533 East Waterworks Dr.
St. George, Utah 84770

DOC # 20170042538

Easements Page 1 of 5
Russell Shirts Washington County Recorder
10/20/2017 10:56:09 AM Fee \$ 0.00
By WASHINGTON COUNTY WATER CONSERV DIST



Space Above This Line for Recorder's Use

Serial No. W-5-2-10-210, W-JEN-2-B and W-5-2-10-121

WATER CONSERVATION EASEMENT

THIS GRANT DEED OF WATER CONSERVATION EASEMENT is made this 8th day of August, 2017 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 intends to develop the Property into a residential subdivision to be known as BRIO, Phase 2A, containing 37 lots; and

WHEREAS, Grantee has established a water impact fee (Water Availability Fee, "WAF") which is required to be paid prior to 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 5,000 square feet per lot on the Property; and

WHEREAS, Grantee is willing to waive a portion of the WAF that would otherwise be owed on each lot on the Property and limit the amount paid per lot to the amount applicable to one equivalent residential unit as set forth in the Grantee's Capital Facilities Plan ("CFP"), 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 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 limited as set forth herein or, if such water use is not limited, 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.

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 five thousand (5,000) square feet per lot 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 WAF owed in that year for every square foot in excess of 10,000 (for example, if the lot is 12,000 sf, the impact fee would be owed for an additional 2,000 sf).

(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

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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, L.P.,
a Delaware limited partnership
Its: Sole Member

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

By
Senior Officer
Title:

[Handwritten Signature]
Anthony Seijas
Vice President

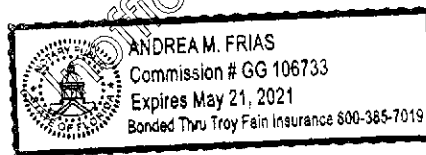
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On the 8th day of August, 2017, 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.

[Handwritten Signature]

NOTARY PUBLIC



BRIO PHASE 2A LEGAL DESCRIPTION

BRIO PHASE 2A

BEGINNING AT A POINT S0°20'24"W, 442.52 FEET ALONG THE SECTION LINE AND WEST 402.84 FEET FROM THE EAST 1/4 CORNER OF SECTION 10, T42S, R15W, SLB&M, SAID POINT BEING ON THE BOUNDARY OF BRIO PHASE 3A AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #20170022916, RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING 8 COURSES:

N90°00'00"W 16.34 FEET; THENCE N44°45'48"W 28.40 FEET; THENCE N89°31'36"W 47.00 FEET; THENCE S0°28'24"W 5.72 FEET; THENCE

S45°14'12"W 28.17 FEET; THENCE S0°56'47"W 40.01 FEET; THENCE S32°52'59"E 23.94 FEET; THENCE

S0°28'24"W 90.62 FEET TO THE NORTHEAST CORNER OF BRIO PHASE IB FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #20160042531; THENCE ALONG SAID BOUNDARY THE FOLLOWING 2 COURSES: N89°31'36"W 709.00 FEET; THENCE S0°28'24"W 52.65 FEET TO A CORNER ON THE BOUNDARY OF BRIO PHASE IC FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #20170012672; THENCE N89°31'36"W 234.52 FEET ALONG THE NORTH BOUNDARY OF BRIO PHASE IC AND AN EXTENSION THEREOF; THENCE N20°52'29"E 199.78 FEET; THENCE N0°42'38"E 195.24 FEET; THENCE N9°50'32"E 49.39 FEET; THENCE N28°33'45"W 71.81 FEET; THENCE N4°50'32"W 171.90 FEET; THENCE

S89°08'42"E 86.77 FEET; THENCE N0°41'12"E 100.68 FEET; THENCE S79°24'35"E 177.50 FEET; THENCE

S72°47'25"E 50.00 FEET; THENCE S17°12'35"W 14.18 FEET; THENCE S74°25'05"E 120.92 FEET; THENCE

S19°17'13"W 57.02 FEET; THENCE S73°16'40"E 118.27 FEET; THENCE S74°03'46"E 50.00 FEET TO THE POINT OF CURVATURE OF A 977.87 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS

S74°03'46"E; THENCE SOUTHWESTERLY 22.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°20'04"; THENCE S75°43'33"E 104.76 FEET; THENCE S10°58'20"W 33.98 FEET; THENCE S78°29'00"E 109.07 FEET TO THE POINT OF CURVATURE OF A 663.62 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S80°18'06"E; THENCE NORTHEASTERLY 20.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°48'04"; THENCE S78°30'02"E 50.00 FEET; THENCE

S83°56'19"E 122.71 FEET; THENCE S74°29'54"E 90.50 FEET TO THE POINT OF CURVATURE OF A 542.50 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S74°29'54"E; THENCE SOUTHEASTERLY 142.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°01'42"; THENCE S0°28'24"W 97.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.141 ACRES.