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Unofficial Copy
DOC # 20180028579

Agreement Page 1 of 9
Russell Shirts Washington County Recorder
07/11/2018 04:35:57 PM Fee \$ 61.00
By SOUTHERN UTAH TITLE CO



After Recording Return to
Steven G. Black, Esq.
3051 W. Maple Loop Drive, Suite 325
Lehi, Utah 84043

Record Against the Real Property
Described in
Exhibit A and B

SOUTHERN UTAH TITLE COMPANY
ACCOMMODATION RECORDING ONLY
NOT EXAMINED

**PARTY WALL AGREEMENT
(Lofts/Las Palmas)**

This Party Wall Agreement (“Agreement”) is made as of this 5 day of July, 2018, by and between the LAS PALMAS OWNERS ASSOCIATION, a Utah non-profit corporation (“LP”) and the LOFTS AT GREEN VALLEY OWNERS ASSOCIATION, INC., a Utah non-profit corporation (“LGV”). LP and LGV are separately referred to as a “Party” and collectively as the “Parties”.

RECITALS

The Parties recite and declare as follows:

- A. LGV is the owner of real property described in Exhibit A (the “LGV Property”).
- B. LP is the owner of or is in control of the real property described in Exhibit B (the “LP Property”).
- C. LP intends to construct a block wall on or near the boundary line of the LGV Property and the LP Property in the location described herein.
- D. The Parties intend to set forth the maintenance obligations for this wall in the terms of this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Party Wall.** LP is hereby authorized to construct a block wall along the boundary line of the LGV Property and the LP Property, beginning at the clubhouse building located on the LP Property and continuing along the boundary line to the corner of the LP Property located by the existing outdoor chess area (the “Party Wall”). Although LP intends to construct the Party Wall

on its property, it is possible that a portion of the Party Wall or the footings for the Party Wall may encroach on to the LGV Property.

(a) General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Agreement, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Encroachments. The parties hereby acknowledge that the Party Wall or the footings for the Party Wall may encroach on the LGV Property. Accordingly, LGV hereby grants to LP (i) a one (1) foot encroachment easement along the boundary line for the Party Wall, and (ii) a two (2) foot encroachment easement along the boundary line for the Party Wall footings.

(c) Repair and Maintenance. LP, at its expense, shall be solely responsible for the repair and maintenance of the Party Wall.

(d) Maintenance and Repair Easement. LGV hereby grants to LP a perpetual nonexclusive maintenance, repair, and reconstruction easement for LP to complete the maintenance obligations of LP set forth in subsection (c) above. This easement shall extend up to five (5) feet from the boundary line.

(e) Negligence. Notwithstanding any other provision of this Agreement, if LGV by its negligent or willful act causes damage to the Party Wall, then LGV agrees to bear the cost of repairing the Party Wall.

(f) Rights Run With Land. The rights and obligations described in this Agreement shall be appurtenant to and shall run with the land, thus any party that acquires title to any such land shall be subject to this Agreement.

(g) Arbitration. In the event of any dispute arising concerning the Party Wall, each Party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and a decision of a majority of all the arbitrators shall be binding upon the Parties. Should any Party refuse to appoint an arbitrator within ten business (10) days after written request to do so, the appointed arbitrator shall be the sole arbitrator of the dispute and the decision of such arbitrator shall be binding upon the Parties.

2. Miscellaneous.

(a) Applicable Law; Construction. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah. This Agreement shall be construed according to its fair meaning and not strictly for or against Seller or Buyer, as if both Seller and Buyer had prepared it.

(b) Entire Agreement; Amendments. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement constitutes the entire agreement between the parties, whether oral or written, with respect to the subject matter hereof, and may only be modified by subsequent writing duly executed by the parties.

(c) No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of Seller and Buyer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

(d) Headings. Titles and headings of paragraphs of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

(e) Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person to whom reference is made may be required.

(f) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibit it without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(g) Counterparts. This Agreement shall be signed in duplicate original, both of which together shall constitute one instrument.

(h) Authorization. Each individual executing this Agreement represents and warrants that such individual has been duly authorized to execute and deliver this Agreement in the capacity and for the entity set forth where such individual signs.

(i) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding on, Parties and their respective successors and assigns.

3. Recording. This Agreement shall be recorded against the LGV Property described in Exhibit A and the LP Property described in Exhibit B.

4. Limited Consent. In further consideration of LGV's grant of the rights herein, LP, its agents, successors and assigns, hereby understand and agree that LGV or its successors and assigns may subdivide, develop or otherwise improve the LGV Property at LGV's sole discretion, and LP hereby further agrees as follows:

- a. That this Agreement may be used as a consent to a plat or development plan once the plat or development plan (or an amendment thereto) has been fully and finally approved by proper governmental authorities, except that such consent is not

deemed a waiver of LP's right to oppose a proposed plat or development plan for the LGV Property; and

- b. That this consent is expressly contingent upon LGV or any successor or assign being bound by the terms and conditions of this Agreement as running with the LGV Property.

(Signatures and Notaries on Following Page)

IN WITNESS WHEREOF, this Party Wall Agreement has been executed as of the date first above written.

LOFTS AT GREEN VALLEY OWNERS ASSOCIATION, INC., a Utah non-profit corporation

By: [Signature]
Printed Name: DAVID A. NASAL
Title: MANAGING MANAGER

LAS PALMAS OWNERS ASSOCIATION, a Utah nonprofit corporation

By: [Signature]
Dennis Mansfield, President

State of Utah)
County of Washington) :ss

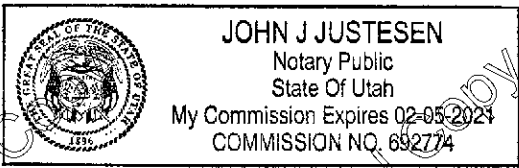
On this 5 day of July, 2018, personally appeared Dave Nasal, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the Manager of the LOFTS AT GREEN VALLEY OWNERS ASSOCIATION, INC. and said the above Agreement was signed by him in behalf of said association by proper authority.



[Signature]
Notary Public

State of Utah)
County of Washington) :ss

On this 5 day of July, 2018, personally appeared Dennis Mansfield, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn (or affirm), did say he is the President of the LAS PALMAS OWNERS ASSOCIATION and said the above Agreement was signed by him in behalf of said Association by proper authority.



[Signature]
Notary Public

EXHIBIT A

LGV Property Legal Description

**THE LOFTS AT GREEN VALLEY PHASE 1
COMMON AREA BOUNDARY DESCRIPTION**

BEGINNING AT A POINT BEING NORTH 00°48'55" EAST 780.27 FEET ALONG THE SECTION LINE AND WEST 104.75 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING.

THENCE NORTH 59°57'51" EAST 31.59 FEET;

THENCE NORTH 34°13'37" WEST 139.92 FEET;

THENCE NORTH 55°46'23" EAST 68.42 FEET;

THENCE NORTH 80°49'31" EAST 56.69 FEET;

THENCE NORTH 55°46'23" EAST 55.97 FEET;

THENCE NORTH 30°39'58" EAST 28.29 FEET;

THENCE NORTH 55°46'23" EAST 81.32 FEET;

THENCE SOUTH 34°36'40" EAST 254.67 FEET;

THENCE SOUTH 88°32'51" EAST 22.48 FEET TO AN ANGLE POINT ON THE

BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS – PHASE 1-B; THENCE

SOUTH 01°27'09" WEST 80.00 FEET ALONG SAID BOUNDARY OF LAS PALMAS

RESORT CONDOMINIUMS – PHASE 1-B; THENCE SOUTH 34°08'51" EAST 294.05 FEET

ALONG SAID BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS – PHASE 1-B

AND THE BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS II – PHASE – 1;

THENCE SOUTH 59°55'09" WEST 33.07 FEET

THENCE SOUTH 55°56'44" WEST 65.12 FEET TO THE POINT OF CURVATURE OF

A 25.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE 23.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

ANGLE OF 53°19'05";

THENCE NORTH 34°13'37" WEST 4.31 FEET;

THENCE SOUTH 55°46'23" WEST 50.00 FEET;

THENCE SOUTH 34°13'37" EAST 4.04 FEET TO A POINT ON A 25.00 FOOT

RADIUS NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH

18°54'11" WEST;

THENCE 23.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

ANGLE OF 52°57'28"

THENCE SOUTH 55°56'44" WEST 45.28 FEET;

THENCE SOUTH 50°30'45" WEST 54.03 FEET;

THENCE NORTH 34°13'37" WEST 500.41 FEET TO AND ALONG THE EAST LINE

OF WORLDMARK THE CLUB AT ST. GEORGE PHASE I AND THE EXTENSION

THEREOF TO THE POINT OF BEGINNING.

CONTAINS 184,976.65 SF OR 4.246 ACRES SG-6-2-35-4008 & SG-6-2-35-430

LESS AND EXCEPTING

LOTS 1 THROUGH 34 AND PUBLIC UTILITY AND PRIVATE ACCESS EASEMENT TO

PARCEL #SG-6-2-35-4008, ALL AS SHOWN ON THE OFFICIAL PLAT FOR THE LOFTS

AT GREEN VALLEY PHASE I SG-LOF-1-1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14

15, 16, 17, 18, 19, 20, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, & 34

EXHIBIT B

LP Property Legal Description

MARCH 2, 2018

"AMENITIES AREA"

DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE NORTHWEST
QUARTER OF SECTION 35 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE
BASE AND MERIDIAN

BEGINNING AT A POINT BEING NORTH 00°48'55" EAST 1031.57 FEET AND SOUTH
89°11'05" EAST 320.16 FEET FROM THE WEST QUARTER CORNER OF SECTION
35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE NORTH 34°19'12" WEST 72.94 FEET;
THENCE NORTH 55°40'48" EAST 58.66 FEET;
THENCE SOUTH 34°19'12" EAST 20.54 FEET;
THENCE NORTH 55°40'48" EAST 101.57 FEET;
THENCE SOUTH 62°37'07" EAST 344.31 FEET;
THENCE SOUTH 01°22'23" WEST 158.23 FEET;
THENCE NORTH 88°32'51" WEST 212.99 FEET;
THENCE NORTH 34°36'40" WEST 254.67 FEET;
THENCE SOUTH 55°46'23" WEST 57.04 FEET TO THE POINT OF BEGINNING.
CONTAINS 1.778 ACRES.

SG-6-2-35-4008 and SG-6-2-35-430