



WHEN RECORDED, MAIL TO:

KARI JIMENEZ  
IVINS CITY RECORDER  
55 NORTH MAIN  
IVINS, UT 84738

APN: L-AVP-1-69

**CASITA AGREEMENT & NOTICE**

THIS CASITA AGREEMENT & NOTICE (“Agreement”) is entered into by and between Ivins City (“City”) and Craig Sullivan, as Manager/Member of Anasazi Vista, LLC, a Utah Limited Liability Company (“Applicant”), collectively the “Parties.”

**RECITALS**

WHEREAS, Applicant is the owner of that certain parcel of real property located in Ivins City, Washington County, Utah, which is more particularly described on Exhibit “A” attached hereto and by this reference incorporated herein (the “Property”); and

WHEREAS, Applicant desires approval of, and the necessary building permit for, a casita or guest house (as defined by Section 16.12.107 of the Ivins City Code, hereinafter “Casita Ordinance”) on the Property; and

WHEREAS, the Casita Ordinance would prohibit a casita or guest house on the Property without receiving the necessary approvals therefor as required by the Casita Ordinance; and

WHEREAS, Applicant desires to record this Agreement to give notice to any party acquiring title to the Property that the use and maintenance of any casita or guest house on the Property must always be in compliance with the requirements of the Casita Ordinance;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. City agrees to issue Applicant a permit for building, maintaining or allowing to remain, a casita or guest house on the Property, pursuant to the requirements of the Casita Ordinance, which among upon the condition that Applicant enter into and abide by all of the terms and conditions of this Agreement and fulfill all requirements of the Casita Ordinance and any other applicable regulations under the laws of Ivins City, Washington County and the State of Utah.

2. Regarding the construction, use and maintenance of a casita or guest house on the Property, Applicant agrees to obey and comply with all requirements of the Casita Ordinance and all other applicable regulations and ordinances of Ivins City in any way pertaining to the construction, use and/or maintenance of a casita or guest house on the Property.

**3. ANY USE, OCCUPANCY, RENT OR LEASE OF THE CASITA OR GUESTHOUSE FOR DIRECT OR INDIRECT REMUNERATION IS STRICTLY PROHIBITED, AS WELL AS ANY SHORT-TERM RENTAL OF THE CASITA OR GUESTHOUSE.**

4. In the event of default by Applicant of any of the terms and conditions of this Agreement, Applicant hereby authorizes City to undertake any and all available legal action available, including the right to injunctions, orders of abatement, civil penalties through code enforcement, and the recovery of all actual damages, including any unpaid transient room taxes in the event of Applicant's breach of paragraph 3 above. Applicant agrees to pay City all costs of enforcement of this Agreement, including all costs and attorney's fees, whether or not legal action is instituted.

5. This Agreement shall be recorded in the office of the Washington County Recorder and shall constitute notice to all successors in interest to the Property. This Agreement shall run with the land and shall bind, and inure to the benefit of, all successors and assigns of the Parties.

6. All notices or communications to be given under this Agreement shall be given in writing and shall be deemed given when deposited in the mail, postage prepaid, to the last known address of the party entitled to receive notice.

7. This Agreement shall be governed, interpreted, and construed by the laws of the State of Utah.

8. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance. All of the terms and conditions of this Agreement are expressly intended to be construed as covenants as well as conditions.

9. All negotiations, understandings, representations, and preliminary agreements are merged herein. This Agreement may not be modified, amended, or revoked unless by a writing signed by the Parties hereto.

IVINS CITY

APPLICANT:

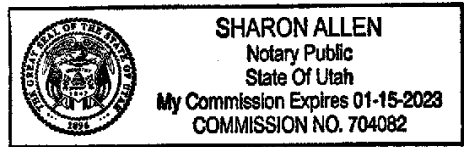
 Mike Rodriguez Building and Zoning Admin	 Date 10/20/2020	 Craig Sullivan Manager/Member Anasazi Vista, LLC	10/20/2020 Date
Attest:  Kari Jimenez, City Recorder	Date 10/20/2020		
Date			

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

On this 20 day of October, 2020 before me personally appeared Mike Rodriguez and Kari Jimenez whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Building Administrator and Recorder of Ivins City, and that the foregoing document was signed by them by authority, and they acknowledged before me that Ivins City executed the document and the document was the act of Ivins City for its stated purpose.

*Sharon Allen*

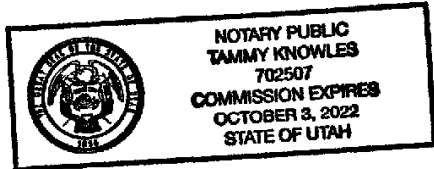
Notary Public



LLC

STATE OF UTAH )  
 )  
 ) ss.  
County of Washington )

On the 20 day of October, 2020, personally appeared before me, Craig Sullivan, individually and in their capacity as MANAGER/MEMBER OF ANASAZI VISTA, LLC (a Utah Limited Liability Company), whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that the foregoing document was signed by him/her by authority, and he/she acknowledged before me that he/she executed the document for its stated purpose.

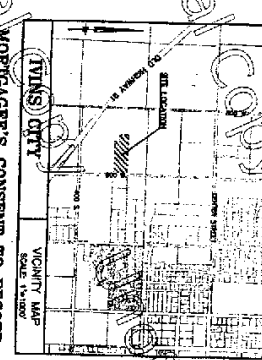


*Tammy Knowles*  
Notary Public

Anasazi Vista Ph 1 E-AUP-1-69  
Lot 69  
IC Form 7006 2006-11-01

**GENERAL NOTES & RESTRICTIONS**

1. THIS PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO THE APPROVAL OF THE BOARD OF SUPERVISORS AND THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF SUPERVISORS AND THE BOARD OF COUNTY COMMISSIONERS HAVE THE RIGHT TO APPROVE, REJECT, OR MODIFY THIS PLAN AT ANY TIME AND WITHOUT NOTICE TO THE APPLICANT. THE APPLICANT AGREES TO HOLD THE BOARD OF SUPERVISORS AND THE BOARD OF COUNTY COMMISSIONERS HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THEM IN CONNECTION WITH THE REVIEW AND APPROVAL OF THIS PLAN. THE APPLICANT ALSO AGREES TO HOLD THE BOARD OF SUPERVISORS AND THE BOARD OF COUNTY COMMISSIONERS HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE INCURRED BY THEM IN CONNECTION WITH THE REVIEW AND APPROVAL OF THIS PLAN.

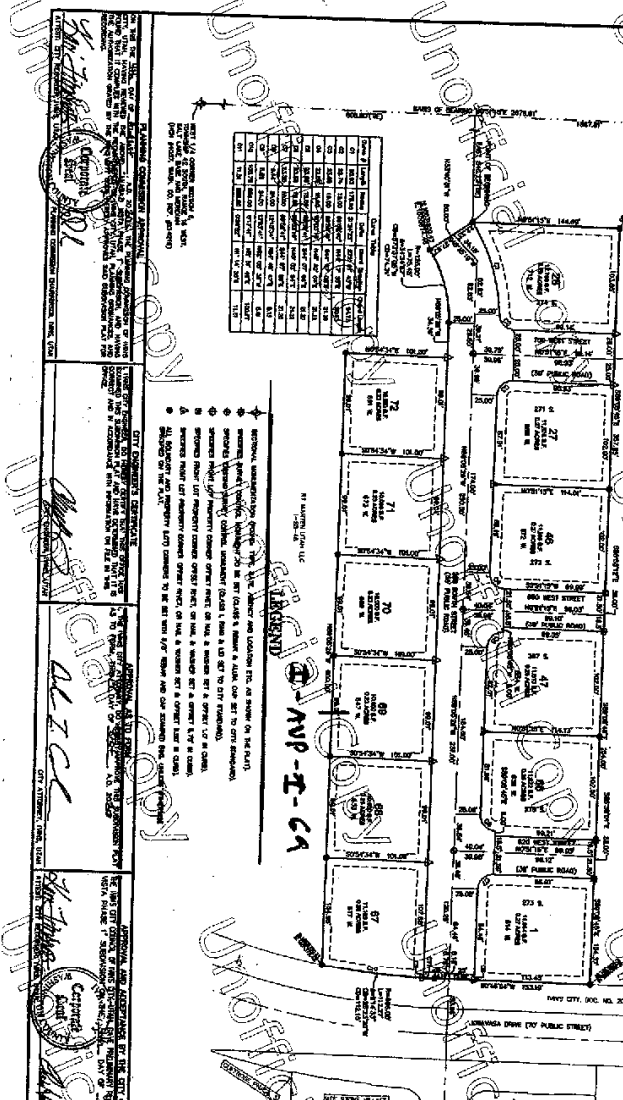


**MORTGAGEE'S CONSENT TO RECORD**

**MORTGAGEE ACKNOWLEDGMENT**

I, the undersigned, being the duly authorized representative of the Mortgagee, do hereby acknowledge the recording of the foregoing instrument and consent to the recording of the same.

Lot	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	10,000	10,000	10,000
2	10,000	10,000	10,000
3	10,000	10,000	10,000
4	10,000	10,000	10,000
5	10,000	10,000	10,000
6	10,000	10,000	10,000
7	10,000	10,000	10,000
8	10,000	10,000	10,000
9	10,000	10,000	10,000
10	10,000	10,000	10,000
11	10,000	10,000	10,000
12	10,000	10,000	10,000
13	10,000	10,000	10,000
14	10,000	10,000	10,000
15	10,000	10,000	10,000
16	10,000	10,000	10,000
17	10,000	10,000	10,000
18	10,000	10,000	10,000
19	10,000	10,000	10,000
20	10,000	10,000	10,000
21	10,000	10,000	10,000
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25	10,000	10,000	10,000
26	10,000	10,000	10,000
27	10,000	10,000	10,000
28	10,000	10,000	10,000
29	10,000	10,000	10,000
30	10,000	10,000	10,000
31	10,000	10,000	10,000
32	10,000	10,000	10,000
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36	10,000	10,000	10,000
37	10,000	10,000	10,000
38	10,000	10,000	10,000
39	10,000	10,000	10,000
40	10,000	10,000	10,000
41	10,000	10,000	10,000
42	10,000	10,000	10,000
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66	10,000	10,000	10,000
67	10,000	10,000	10,000
68	10,000	10,000	10,000
69	10,000	10,000	10,000
70	10,000	10,000	10,000
71	10,000	10,000	10,000
72	10,000	10,000	10,000
73	10,000	10,000	10,000
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76	10,000	10,000	10,000
77	10,000	10,000	10,000
78	10,000	10,000	10,000
79	10,000	10,000	10,000
80	10,000	10,000	10,000
81	10,000	10,000	10,000
82	10,000	10,000	10,000
83	10,000	10,000	10,000
84	10,000	10,000	10,000
85	10,000	10,000	10,000
86	10,000	10,000	10,000
87	10,000	10,000	10,000
88	10,000	10,000	10,000
89	10,000	10,000	10,000
90	10,000	10,000	10,000
91	10,000	10,000	10,000
92	10,000	10,000	10,000
93	10,000	10,000	10,000
94	10,000	10,000	10,000
95	10,000	10,000	10,000
96	10,000	10,000	10,000
97	10,000	10,000	10,000
98	10,000	10,000	10,000
99	10,000	10,000	10,000
100	10,000	10,000	10,000



**SURVEYOR'S CERTIFICATE**

I, the undersigned, being a duly licensed and qualified surveyor, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as recorded in the public records of the County of Washington, Oregon, and that the same has been duly filed for record in the public records of the County of Washington, Oregon.

**OWNER'S DEDICATION**  
 I, the undersigned, do hereby dedicate to the public the easements and rights shown on the foregoing instrument, and I agree to hold the public harmless from any and all claims, damages, losses, and expenses, including reasonable attorney's fees, that may be incurred by them in connection with the review and approval of this plan.

**LIMITED LIABILITY ACKNOWLEDGMENT**

I, the undersigned, being the duly authorized representative of the Applicant, do hereby acknowledge the recording of the foregoing instrument and consent to the recording of the same. I agree to hold the Applicant harmless from any and all claims, damages, losses, and expenses, including reasonable attorney's fees, that may be incurred by them in connection with the review and approval of this plan.

**ANASAZI VISTA PHASE 1**  
 Located in Section 9, Township 42 South, Range 16 West, Salt Lake Base and Meridian.  
 DDC # 2020005778  
 BUSH & GUDGELL, INC.  
 Registered Professional Surveyors  
 2500 NE Oregon Street, Suite 200  
 Portland, Oregon 97232  
 Phone: (503) 255-8800  
 Fax: (503) 255-8801  
 www.bushandgudgell.com