

WHEN RECORDED, MAIL TO:

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

APN: I-6-2-8-43101

CASITA AGREEMENT & NOTICE

THIS CASITA AGREEMENT & NOTICE ("Agreement") is entered into by and between Ivins City ("City") and B&V INV 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:

Cody Mitchell _____ Seth Lee _____
Cody Mitchell _____ Manager/Member _____ Date _____
Building and Zoning Admin _____ B&V INV LLC



Attest:
Kari Jimenez _____
Kari Jimenez, City Recorder _____ Date _____
Date _____

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

On this 15th day of June, 2021, before me personally appeared Cody Mitchell 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.



Notary Public



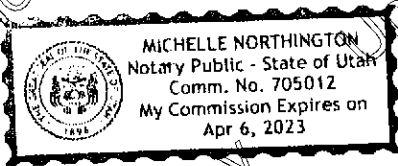
LLC

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

On the 15 day of June, 2021, personally appeared before me, Brett C. Kee individually and in their capacity as MANAGER/MEMBER OF B&V INV 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.



Notary Public



Account 0081276

Location

Account Number 0081276
 Parcel Number I-6-2-8-43101
 Tax District 04 - Ivins Town
 Acres 10.88
 Situs 0, 0
 Legal S: & T: 42S R: 16W E1/2 SW1/4 NW1/4 SEC 8
 T42S R16W LYING N HWY #91.

ALSO: BEG AT NE COR NW1/4 SW1/4 NW1/4 SEC
 8; TH S 280 FT M/L TO HWY; TH NWLY ALG
 HWY 400 FT M/L TO N LN SD NW1/4 SW1/4
 NW1/4; TH E 275 FT M/L TO POB.

Parent Accounts

Parent Parcels

Child Accounts

Child Parcels

Sibling Accounts

Sibling Parcels

Transfers

Entry Number

00284419
00305967
00935751
20120028373
20190045835
20210028370

Recording Date

11/14/1985 10:09:00 AM
12/04/1986 04:56:00 AM
03/31/2005 04:30:00 PM
08/27/2012 11:42:04 AM
01/04/2019 01:52:04 PM
04/21/2021 12:13:06 PM

B: 393 P: 479
B: 434 P: 174
B: 1728 P: 754

"Tax"

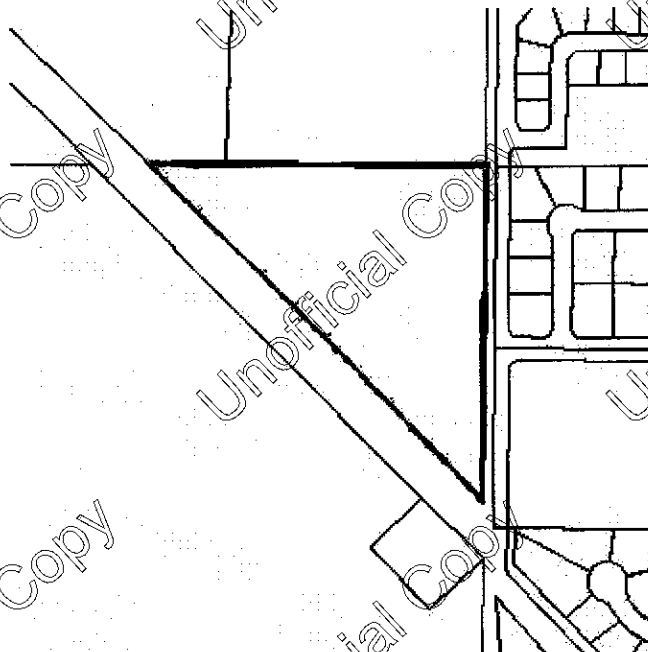
Tax Year

Taxes

2020 \$8,159.13
 2019 \$8,605.29

Images

- GIS



Owner

Name B & V INV LLC
 569 W BICKMORE CIR
 IVINS, UT 84738

Value

Market (2020) \$870,400
 Taxable \$870,400
 Tax Area: 04 Tax Rate:
 0.009374
 Type Actual Assessed Acres
 Ag \$870,400 \$870,400 10.880
 Land