

DOC # 20210066044

Restrictive Page 1 of 7
Gary Christensen Washington County Recorder
10/11/2021 08:58:58 AM Fee \$ 40.00
By BLACK ROCK LAND CO



WHEN RECORDED RETURN TO:
BlackRock Land Company, LLC
P.O. Box 579
St. George, Utah 84771
Tax I.D. Numbers
I-6-2-4-129, I-6-2-4-135, I-6-2-4-136,
I-6-2-4-137, I-6-2-4-138, I-6-2-4-139,
I-6-2-4-125112, I-6-2-4-12612,
I-6-2-4-2221, I-6-2-4-225

NOTICE OF LAND USE AGREEMENTS AND MODIFICATIONS OF RESTRICTIVE COVENANTS

RECORD NOTICE is hereby provided that on the 11th day of October, 2021, pursuant to a written agreement titled, BlackRock LUMA (the "BlackRock LUMA") between ENLAW, LLC, a Delaware limited liability company ("Owner"), and BLACKROCK LAND COMPANY, LLC, a Utah limited liability company ("Beneficiary"), (each a "Party" and collectively the "Parties" herein), certain land use agreements, requirements, restrictions, and covenants have been modified and supplemented as set forth therein.

RECITALS

A. Owner and Beneficiary are parties to that certain "Purchase and Sale Agreement" dated October 18, 2017, and the "Amendment to the Purchase and Sale Agreement", dated March 20, 2019, collectively referred to herein as (the "Agreement") by which Owner purchased from Beneficiary the real property located in Washington County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property"), and said Parties agreed that Owner's ownership, use and development of such Property shall be subject to certain requirements, restrictions and restrictive covenants as set forth therein (the "Restrictions").

B. The Restrictions were also set forth of record in that certain "Special Warranty Deed" dated April 16, 2019, and recorded April 17, 2019, as Document No. 20190014130 (the "Deed") in the official records of the Washington County, Utah Recorder's Office (the "Official Records"), whereby Beneficiary conveyed title of the Property to Owner, subject to the Restrictions.

C. Portions of the Property are also encumbered by and subject to a "Cart Path Easement and Agreements" disclosed of record by a "Memorandum of Cart Path Easement and Agreements" recorded December 9, 2015, as Document No. 20150042575 in the Official Records (the "Cart Path Agreement").

D. The Restrictions were modified in part pursuant to a "Land Use Modification Agreement" between the Parties, evidenced of record by a "Notice of Interest" recorded in the Official Records on November 16, 2021, as Document No. 20200065475 (the "1st LUMA").

E. Owner and Beneficiary have mutually agreed to the modifications set forth in the BlackRock LUMA in order to modify and supplement the foregoing land use agreements, requirements, restrictions and restrictive covenants.

RECORD NOTICE IS GIVEN THAT:

1. The Owner has prepared a Developer Control Map which details certain matters relating to the Property and which has been submitted to the City of Ivins. This Developer Control Map will be incorporated into a municipal development agreement with the City of Ivins from which building permits are expected to be issued.

2. Height (all heights will be measured from the average undisturbed level of the building's site) and location restrictions on Property:

a) No structure greater than 16' can be constructed on the Property within 185 feet from the nearest Snow Canyon Parkway boundary line.

b) The height restriction of structures on the Property is 31 feet for areas beyond 185 feet of the nearest Snow Canyon Parkway boundary line, with the following exception: Areas reserved for the hotel and related amenities, as defined by the City of Ivins, can exceed 31 feet up to a maximum of 52 feet.

c) No structure can be constructed on the Property that is closer than 60 feet to the nearest Snow Canyon Parkway boundary line.

d) Setback requirements of all structures on the Property within 185 feet of the nearest Snow Canyon Parkway boundary line shall be not less than a weighted average of 80 feet.

3. Absent prior written approval by Beneficiary or its successors and assigns, other than for underground utilities and for a road for emergency access and the construction and maintenance thereof, the 6.055 acres portion of the Property, the legal description of which is set forth on Exhibit "B", shall not be disturbed. A wall shall be constructed by Owner on the northern boundary of this parcel. Additionally, no structures shall be built within 20 feet of the northern boundary of this parcel, and all buildings within 185 feet north of the northern boundary of this parcel shall not be taller than 16 feet, as measured from the average undisturbed level of the structure's site. Absent prior written approval by Beneficiary or its successors and assigns, Owner shall not utilize any of its existing rights set forth in Paragraph 7 of the 2014 Club Membership Eligibility Agreement, dated October 28, 2014, except those set forth above.

4. Other than for underground utilities and for roads for emergency access and the construction and maintenance thereof, there shall be no access to Entrada at Snow Canyon, a private gated community, for any pedestrians, bicycles, golf carts or motorized vehicles to or from the Property. Owner shall construct, at Owner's expense, signage, fencing, and gates, as required to enforce these restrictions.

5. The restrictions in number 4 above do not apply to the authorized use of the existing cart path running through the Property as set forth in the Cart Path Agreement. Absent the prior written approval of the Beneficiary or its successor and assigns, Owner shall neither alter the existing route of the Cart Path nor do anything that is contrary to provisions set forth in the Cart Path Agreement.

6. Prior to commencement of any commercial activity on the Property, to insure only authorized use of the Cart Path to authorized parties, Owner shall use its best efforts to post signs restricting use of the Cart Path to authorized parties only and shall build at its expense fencing as needed to restrict unauthorized access and a gate on the Cart Path and shall pay for the continuing operation and maintenance thereof.

7. The land use agreements, requirements, restrictions and restrictive covenants run with the land and bind the successors, assigns and transferees of Owner who may acquire any interest in the Property.

EXHIBIT "A"

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SECTION LINE SOUTH $01^{\circ} 17' 15''$ WEST 66.40 FEET TO A POINT ON A 1498.67 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH $60^{\circ} 48' 46''$ EAST); THENCE ALONG THE ARC OF SAID CURVE 980.00 FEET THROUGH A CENTRAL ANGLE OF $37^{\circ} 27' 59''$ TO A POINT ON THE ARC OF A 1855.63 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH $85^{\circ} 28' 38''$ WEST); THENCE ALONG THE ARC OF SAID CURVE 315.26 FEET THROUGH A CENTRAL ANGLE OF $09^{\circ} 44' 03''$, MORE OR LESS, TO A POINT ON THE NORTHEAST CORNER OF THE BOUNDARY ADJUSTMENT BETWEEN ST. GEORGE AND THE CITY OF SANTA CLARA, RECORDED AS ENTRY NUMBER 20070036968, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH; THENCE ALONG SAID BOUNDARY ADJUSTMENT THE FOLLOWING THREE (3) COURSES: SOUTH $28^{\circ} 17' 29''$ EAST 206.34 FEET; THENCE SOUTH $11^{\circ} 24' 38''$ EAST 137.29 FEET; THENCE SOUTH $48^{\circ} 56' 39''$ EAST 44.36 FEET; THENCE LEAVING SAID BOUNDARY ADJUSTMENT SOUTH $72^{\circ} 05' 02''$ EAST 166.37 FEET; THENCE SOUTH $06^{\circ} 23' 42''$ WEST 50.84 FEET; THENCE NORTH $72^{\circ} 08' 10''$ WEST 60.27 FEET; THENCE SOUTH $27^{\circ} 54' 55''$ WEST 71.02 FEET, MORE OR LESS, TO A POINT ON THE BOUNDARY OF ENTRADA AT SNOW CANYON CHACO BENCH PHASE 2, RECORDED AS ENTRY NUMBER 815565, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, SAID POINT ALSO BEING ON THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH $19^{\circ} 07' 30''$ WEST); THENCE COINCIDENT WITH SAID BOUNDARY IN THE FOLLOWING FIVE (5) COURSES: WESTERLY ALONG THE ARC OF SAID CURVE 150.13 FEET THROUGH A CENTRAL ANGLE OF $28^{\circ} 40' 19''$ TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 18.78 FEET THROUGH A CENTRAL ANGLE OF $43^{\circ} 02' 57''$ TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE; THENCE ALONG THE ARC OF SAID CURVE 124.23 FEET THROUGH A CENTRAL ANGLE OF $142^{\circ} 21' 08''$; THENCE NORTH $78^{\circ} 51' 01''$ WEST 174.68 FEET; THENCE SOUTH $55^{\circ} 30' 38''$ WEST 81.08 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY NORTH $36^{\circ} 04' 49''$ WEST 91.49 FEET TO A POINT ON THE ARC OF A 2043.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH $77^{\circ} 11' 59''$ WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 1110.42 FEET THROUGH A CENTRAL ANGLE OF $31^{\circ} 06' 24''$ TO A POINT ON THE ARC OF A 790.92 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH $86^{\circ} 48' 03''$ WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 575.73 FEET THROUGH A CENTRAL ANGLE OF $41^{\circ} 42' 25''$; TO A POINT ON THE ARC OF A 292.10 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH $00^{\circ} 06' 00''$ EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 816.97 FEET THROUGH A CENTRAL ANGLE OF $160^{\circ} 15' 00''$ TO A POINT ON THE ARC OF A 402.24 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH $43^{\circ} 24' 15''$ WEST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 708.63 FEET THROUGH A CENTRAL ANGLE OF $100^{\circ} 56' 13''$; THENCE SOUTH $25^{\circ} 27' 55''$ WEST 215.30 FEET TO A POINT ON THE ARC OF A 457.31 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH $23^{\circ} 24' 32''$ EAST); THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 806.09 FEET THROUGH A CENTRAL ANGLE OF $100^{\circ} 59' 43''$, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SECTIONAL LOT 1, OF SAID SECTION 4; THENCE ALONG SAID LINE SOUTH $88^{\circ} 46' 57''$ EAST 219.17 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF SAID SECTIONAL LOT 1; THENCE ALONG THE WEST LINE OF SECTIONAL LOT 1 NORTH $00^{\circ} 40' 51''$ EAST 366.58 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY AS RECORDED IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: SOUTH $43^{\circ} 53' 13''$ EAST 1331.96 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 84.11 FEET THROUGH A CENTRAL ANGLE OF $48^{\circ} 11' 29''$ TO THE POINT OF A 110.00 FOOT RADIUS REVERSE CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 191.86 FEET THROUGH A CENTRAL ANGLE OF $99^{\circ} 56' 03''$ TO THE POINT OF A 100.00 FOOT RADIUS REVERSE CURVE; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 75.35 FEET THROUGH

EXHIBIT "A" CONTINUED

A CENTRAL ANGLE OF 43° 10' 21"; THENCE SOUTH 50° 30' 18" EAST 695.11 FEET;
THENCE SOUTH 43° 12' 29" WEST 169.49 FEET TO A POINT ON THE CENTER SECTION
LINE OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 216 WEST, SALT LAKE BASE AND
MERIDIAN; THENCE ALONG SAID CENTER SECTION LINE NORTH 89° 06' 55" WEST 133.42
FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 1 OF THE "BOUNDARY ADJUSTMENT BETWEEN THE CITY OF ST. GEORGE AND SANTA CLARA CITY" DOCUMENT NUMBER 20070036968, SAID POINT BEING NORTH 00°23'25" EAST, 1325.41 FEET ALONG THE CENTER SECTION LINE AND SOUTH 88°27'56" EAST, 2,576.80 FEET ALONG THE NORTH LINE OF SECTIONAL LOT 9, FROM THE SOUTH QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID BOUNDARY ADJUSTMENT LINE THE FOLLOWING SIX (6) COURSES: SOUTH 28° 17' 29" EAST, 206.34 FEET; THENCE SOUTH 11° 24' 38" EAST, 137.29 FEET; THENCE SOUTH 48° 56' 39" EAST, 44.36 FEET; THENCE SOUTH 87°54'14" EAST 35.96 FEET; THENCE SOUTH 82° 30' 25" EAST, 127.57 FEET; THENCE SOUTH 06° 23' 42" WEST, 84.40 FEET; THENCE NORTH 72°08'10" WEST, 60.27 FEET; THENCE SOUTH 27°54'55" WEST, 70.65 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF "ENTRADA AT SNOW CANYON "CHACO BENCH" - PHASE 2" SUBDIVISION, AS RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER FOR WASHINGTON COUNTY, STATE OF UTAH, SAID POINT ALSO BEING ON THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 19° 13' 30" WEST, 300.00 FEET); THENCE ALONG SAID SUBDIVISION BOUNDARY IN THE FOLLOWING FOUR (4) COURSES: WESTERLY ALONG THE ARC OF SAID CURVE 150.65 FEET THROUGH A CENTRAL ANGLE OF 28° 46' 20" TO THE POINT OF A 25.00 FOOT RADIUS REVERSE CURVE (RADIUS POINT BEARS NORTH 09°32'50" WEST, 25.00 FEET); THENCE WESTERLY, 18.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 02' 57" TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE (RADIUS POINT BEARS SOUTH 33°30'07" WEST, 50.00 FEET); THENCE WESTERLY TO SOUTHERLY ALONG THE ARC OF SAID CURVE 124.23 FEET THROUGH A CENTRAL ANGLE OF 142° 21' 08"; THENCE NORTH 78° 51' 01" WEST, 174.68 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY RUNNING SOUTH 55° 30' 38" WEST, 81.08 FEET, THENCE NORTH 36° 04' 49" WEST, 91.49 FEET TO THE POINT OF A 2045.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 77° 11' 59" WEST); THENCE NORTHWESTERLY, 516.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 28' 05" TO THE NORTH LINE OF SAID SECTIONAL LOT 9; THENCE ALONG SAID NORTH LINE SOUTH 88° 27' 56" EAST, 489.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.055 ACRES, MORE OR LESS