

WHEN RECORDED, MAIL TO:

Martha Wilson
Ivins City Building Dept.
55 N. Main St.
Ivins, UT 84738

DOC # 20070013839

Agreement Page 1 of 3
Russell Shirts Washington County Recorder
03/20/2007 10:26:48 AMee \$ 0.00By IVINS CITY



CASITA AGREEMENT & NOTICE

THIS CASITA AGREEMENT & NOTICE ("Agreement") is entered into by and between Ivins City ("City") and Jon Crockett Construction Property Tax ID # I-TSS-1-8 ("Applicant"), collectively the "Parties."

RECITALS

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

WHEREAS, Applicant desires approval, and the necessary building permit, for a casita or guest house (as defined by Ivins City Ordinance No. 2003-10, hereinafter "Casita Ordinance") on the Property; and

WHEREAS, the Casita Ordinance would prohibit a casita or guest house on the Property without receiving approval therefor pursuant to 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; and

WHEREFORE, 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, 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. Applicant also agrees to comply with the following additional terms and conditions:

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, and damages. Applicant agrees to pay City all costs of enforcement of this Agreement, including 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 at the Applicant's expense 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 entitle 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:

R. Daren Barney, Mayor



Jon Crockett

Attest:

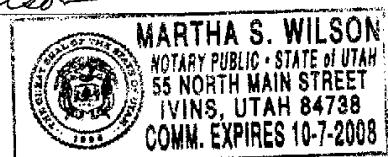
Terri A. Fabio, City Recorder

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

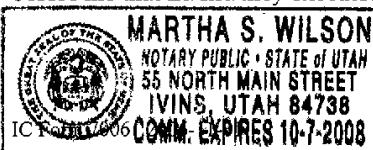
On this 16 day of March, 2007, before me personally appeared R. DAREN BARNEY and TERRI A. FABIO whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are respectively the Mayor and Recorder of Ivins 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.

STATE OF UTAH)
ss.
COUNTY OF)

Notary Public



On the 7 day of March, 2007, personally appeared before me Jon Crockett, personally known to or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are signed on the foregoing document and who acknowledged before me that he/she/they executed the document for its stated purpose.



Notary Public

EXHIBIT "A"

Serial Number: I-TSS-1-8

Legal Description: Subdivision: TENAYA SANDS 1 (I) Lot: 8