



WHEN RECORDED, RETURN TO:
 La Paloma Condominium Association
 Management Committee
 107 S 1470 E, Suite 204
 St. George, Utah, 84790

GRANTOR'S ADDRESS:
 La Paloma Condominium Association
 107 S 1470 E, Suite 204
 St. George, Utah, 84790

GRANTEE'S ADDRESS:
 Mesa Villas Condominiums Owners Association
 Attention: Troy Ence
 619 S Bluff Street Tower 2
 St. George, Utah 84770

LANDSCAPING EASEMENT AGREEMENT

This LANDSCAPING EASEMENT AGREEMENT ("Agreement"), is made and entered into this 12th day of November, 2018 ("Effective Date"), by and between Mesa Villas Condominiums Owners Association ("Grantee"), and La Paloma Condominium Association, ("Grantor"), with reference to the following facts:

RECITALS

A. The Management Committee of Grantor is the governing body, with authority over common area contained in the La Paloma Condominiums Phase III Plat on record with the Washington County Recorder, a portion of which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Parcel A").

B. The Management Committee of Grantee is the governing body, with authority over the common area adjacent to Parcel A and contained in the Mesa Villas Condominiums Plat, as amended, and more particularly described in Exhibit "B" attached hereto and incorporated herein by reference ("Parcel B").

C. Grantor has agreed to grant exclusively to the Grantee an easement for the purposes of landscaping and maintaining Parcel A, hereinafter referred to as the "Easement".

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee the Easement specifically set forth herein.

1. Recitals. The above recitals and Exhibits shall be part of this Agreement and are fully incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants, exclusively to Grantee, the Easement for the purpose of landscaping and maintaining, repairing and replacing the landscaping of Parcel A and any right or power incidental thereto. Grantor and Grantee acknowledge and agree that Grantor is conveying an Appurtenant Easement which will run with the land and will transfer with title as a perpetual benefit of Grantee's Parcel A unless and until cancelled by Grantor or Grantee in accordance with paragraph 4 herein. All provisions of the Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of successors in title, assigns, invitees, guests, agents, customers, clients, contractors, suppliers, tenants, subtenants, employees, licensees, and personal representatives of the parties.

3. Scope of Easement. The Easement is for the purpose of allowing the Grantee to landscape and maintain, repair or replace the landscaping of Parcel A at the sole expense and discretion of the Grantee. The purpose is to allow for a maintained landscape area between Parcel B and the La Paloma Condominiums project.

4. Termination of Easement The Grantor and Grantee agree this Agreement, and Easement, may be terminated by either party, or their subsequent successors, with or without cause, upon 30 days written notice to the other party. Upon the notice being given, expiry of the 30 day notice period, and a proper cancelation or revocation being recorded with the Washington County Recorder's office, all rights and obligations granted herein by this Agreement shall be terminated.

5. Use of Parcel A Insomuch as the intent of the Easement granted hereby is to allow the Grantee, its agents and assigns access to Parcel A to landscape, or to maintain, repair or replace the landscaping of Parcel A, the Grantor for itself and its transferees and successors in title or assigns, covenant and agrees not to interfere with the landscaping or the maintenance thereof, or the purpose of this Easement, without written authorization of the Grantee

6. Maintenance and Financial Responsibility. Grantee shall be responsible for any and all costs associated with landscaping, or maintenance, repair or replacement of the landscaping of Parcel A.

7. Limit of Benefit of Easement to Grantee. Grantor's grant of the Easement to Grantee is limited in use for the specific benefit of Parcel B, for its current owner, successors in title and assigns, and cannot be used by or transferred for the benefit of any other property other than Parcel B. Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of Parcels A to the general public or for any public purpose.

8. Covenants Run with the Land. Each right and obligation in this Agreement (whether affirmative or negative in nature), (a) shall constitute a covenant running with Parcels A and B, and shall pass to subsequent owners; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of Parcels A and B; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. This Easement shall constitute a burden to Parcel A and a benefit to Parcel B. If Parcel A, or any portion thereof, is transferred, the transferee shall

automatically be deemed to have assumed and agreed to be personally bound by the covenants, agreements, and indemnification of the Grantor contained in this Agreement.

9. Rights of Successors. The Easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, successors in title or assigns of the parties hereto. The singular number includes the plural and the masculine gender includes the feminine and neuter.

10. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or the Easement, nor in any way affect the terms and provisions hereof.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and their successors and assigns. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except as the parties hereto may agree in a separate writing, executed and delivered in the same manner as required by this document.

12. Severability. In the event any portion of this Agreement is declared by any court to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts of the Agreement shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Agreement. The parties further agree to replace any such invalid, illegal, or unenforceable portion with a valid and enforceable provision which will achieve, to the extent possible, the economic, business, and other purposes of the invalid, illegal, or unenforceable portion.

13. Governing Law. The laws of the State of Utah shall govern this Agreement. Jurisdiction and venue for any action concerning this Agreement shall be solely and exclusively in the Fifth Judicial District Court, Washington County, State of Utah.

14. Further Assurances. Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under this Agreement in order to carry out the intent of the parties in consummating this transaction. This Agreement and each term, obligation, covenant, restriction and undertaking of this Agreement will remain in effect in perpetuity and run with the land, unless and until terminated in accordance with paragraph 4 herein and a proper cancelation or revocation is recorded with the Washington County Recorder's office.

15. Authority of Parties. The Grantor and Grantee executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

GRANTOR:

LA PALOMA CONDOMINIUM ASSOCIATION
MANAGEMENT COMMITTEE

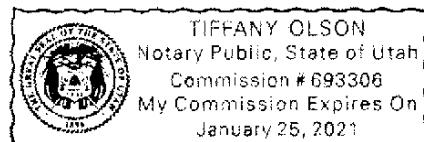
By: Marie Harker
Marie Harker, Director

By: Linda Lee
Linda Lee, Director

STATE OF UTAH)
) ss
COUNTY OF WASHINGTON)

On this 28 day of NOVEMBER, 2018, before me personally appeared MARIE HARKER AND LINDA LEE, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are the directors of the MANAGEMENT COMMITTEE of the LA PALOMA CONDOMINIUM ASSOCIATION, and that the foregoing instrument was signed by proper authority of said Management Committee on behalf of Grantor, and they acknowledged before me that they executed the document in the capacity and as the governing board of Grantor, for the purposes stated therein.

Tonya Asui
Notary Public



GRANTEE:

**MESA VILLAS CONDOMINIUMS OWNERS ASSOCIATION
MANAGEMENT COMMITTEE**

By: 
Troy Ence, Director

By: Kevin Kress
Kevin Kress, Director

Kevin D. L. Dugan, Director

By Marilyn Roberts
Marilyn Roberts, Director

STATE OF UTAH)
)
COUNTY OF WASHINGTON) ss
)

On this 20th day of November, 2018, before me personally appeared TROY ENCE, KEVIN ENCE, AND MARILYN ROBERTS, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are the directors of the MANAGEMENT COMMITTEE of the MESA VILLAS CONDOMINIUMS OWNERS ASSOCIATION of behalf of Grantee, and that the foregoing instrument was signed by proper authority of said Management Committee, and they acknowledged before me that they executed the document in the capacity and as the governing board of Grantee, for the purposes stated therein.

Corinne Schmitz
Notary Public

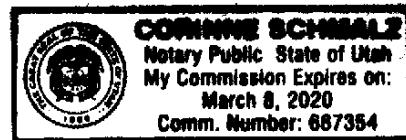


EXHIBIT "A"

**Legal Description for Parcel A
Landscape Easement Area From La Paloma to Mesa Villas Condominiums**

Beginning at the Southwest Corner of the La Paloma Condominiums Phase III as recorded in the Official Record's of the Washington County Recorder and located in Block 12, Plat 'E' of the St. George City Survey and running thence South $89^{\circ}51'16''$ East 10.00 feet along the Common Boundary Line of said Condominiums and Mesa Villas Condominiums; thence North $0^{\circ}04'30''$ East 279.46 feet along the west side of the existing cmu fence line to a point on the South Right of Way Line of 300 North Street, said point being on a 50.00 foot radius curve to the right (bearing to radius point is N $53^{\circ}56'15''$ E); thence Northwesterly through a central angle of $36^{\circ}03'45''$ and 31.47 feet along the arc of said curve to the Northwest Corner of the La Paloma Condominiums; thence South $0^{\circ}08'44''$ West 308.87 feet along the Common Boundary Line of La Paloma and Mesa Villas Condominiums to the point of beginning.

Containing 2834 square feet

By: Ried Pope, PE, PLS

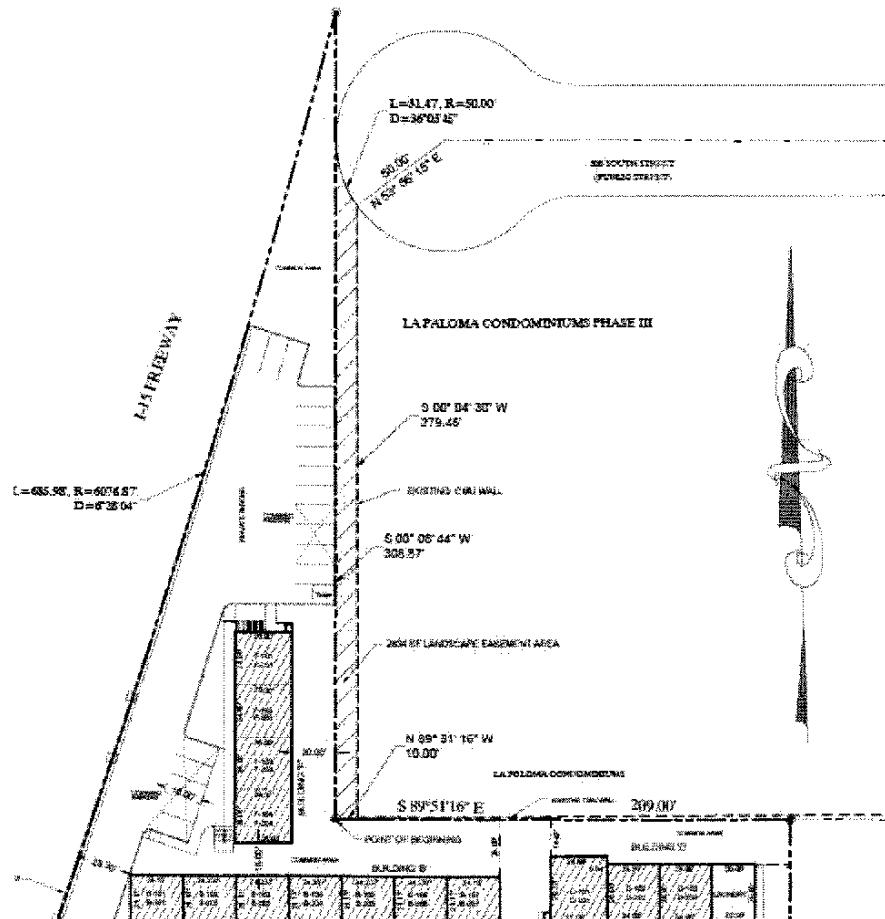


EXHIBIT "B"
Legal Description for Parcel B

BEGINNING AT A POINT SOUTH 89°51'16" EAST 32.00 FEET FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 13, PLAT 'E' OF THE ST. GEORGE CITY SURVEY SAID POINT BEING N 00°08'44" E 1281.00 FEET ALONG THE CENTER LINE OF 1100 EAST STREET AND SOUTH 89°51'16" EAST 209.00 FEET FROM THE EXISTING RING & LID MONUMENT AT THE INTERSECTION OF 600 SOUTH AND 1100 EAST STREET AND RUNNING THENCE SOUTH 0°08'44" WEST 20.00 FEET; THENCE NORTH 89°51'16" WEST 155.70 FEET TO A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 38°12'48" AND 13.34 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 100°10'03" AND 87.41 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 62°06'26" WEST 24.68 FEET; THENCE NORTH 89°51'16" WEST 159.34 FEET TO A POINT ON THE EAST LINE OF I-15 FREEWAY, SAID POINT BEING ON A 6076.87 FOOT RADIUS CURVE TO THE LEFT BEARING TO RADIUS POINT IS N 68°19'04" W; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 6°28'04" AND 685.98 FEET ALONG THE ARC OF SAID CURVE; THENCE S 0°08'44" W 366.94 FEET; THENCE SOUTH 89°51'16" EAST 209.00 FEET; THENCE SOUTH 00°08'44" WEST 264.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.857 ACRES