

Easements Page 1 of 6
Russell Shirts Washington County Recorder
05/28/2020 09:21:13 AM Fee \$40.00 By FIRST
AMERICAN - ST. GEORGE MAIN

Recorded at the Request of:
The Vue Townhomes, LLC

When Recorded, return to:
The Vue Townhomes, LLC
Attn: Mike Nielson
1999 W. Canyon View Dr.
St. George, Utah 84770

EASEMENT

This Second Easement Agreement ("Agreement") is made this 27 day of May, 2020 by and between THE VUE TOWNHOMES, LLC, a Utah limited liability company ("Grantor") and THE LOFTS AT GREEN VALLEY OWNERS ASSOCIATION, INC, a Utah non-profit corporation ("Grantee"). Grantor and Grantee are sometimes referred to individually as a "Party" and collectively as the "Parties".

For good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, the Parties agree as follows:

1. **Ratification.** The Parties execute this Easement Agreement to acknowledge and ratify their understanding that the easement expressed and granted herein over the property is already in existence and binding upon the Parties as successors in interest; and this Agreement is a legal formality to ensure continuing access in perpetuity over and across the Easement Area into that certain development commonly known as The Lofts at Green Valley or "the Lofts" by the simple addition of the terms below.
2. The Parties Agree that this Easement, including any term or provision granted therein, cannot be revoked, altered or amended without the express written permission of the City of St. George, Utah.
3. **Additional Grant.** Grantor is currently the owner in fee simple of the 2 parcels of real property described in Exhibits "A1" & "A2" (attached hereto) (the "VUE Property") consisting of a road approximately 50' wide that connects Worldmark and the Vue to Plantations Drive, as well as the road running through the Worldmark development (see Exhibit A1 & A3) and for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for ingress and egress, seven days per week, twenty-four hours per day, on foot, or motor vehicle, including trucks, along and over the Vue Property (the "Easement Area") for the exclusive purpose of ingress and egress to those structures that might be built upon the "Benefitted Properties" (as set forth in Exhibit "B", attached hereto, as such facilities may be altered or expanded.

2. **Easement Term.** This Easement and Grantee's rights and privileges hereunder shall continue in perpetuity and run with the parcels described in the attached Exhibits from the date of this Agreement.
3. **Exclusivity.** This easement is non-exclusive, and the Easement Area is, and shall be encumbered by other easements over the same area.
4. **Indemnity:** Grantee agrees to indemnify and hold harmless Grantor from and against any and all liability for personal injury or property damage which occurs as a result of Grantee's use of this Easement, or that of any of its guests or invitees.
- §: **General Terms.**
- a. The covenants and conditions of this Agreement shall survive any closing or conveyance of property by deed or otherwise.
 - b. The headings in this Agreement are for ready reference only and shall not be used to limit or expand the terms of this Agreement. All Exhibits attached hereto are hereby incorporated herein by this reference for all purposes.
 - c. Any action to enforce the terms of this Agreement shall be brought in the Fifth Judicial District Court in and for Washington County, Utah. This Agreement shall be construed in accordance with the substantive and procedural laws, including the applicable statute of limitations of the State of Utah.
 - d. The prevailing party to any action, excluding mediation but including without limitation arbitration, brought to enforce the terms of this Agreement shall be entitled to recover against the other party the costs, expenses and attorney's fees incurred in such action.
 - e. If a court of competent jurisdiction shall find any provision of this Agreement unenforceable under Utah law, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect.
 - f. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the Agreement between the parties. As such, this Agreement constitutes the entire agreement between the parties, whether oral or written, with respect to the subject matter hereof, and may only be modified by subsequent writing duly executed by both parties.
 - g. Each Party agrees to execute all documents necessary to complete the transactions contemplated herein. The Parties each represent that they have full power and authority to enter into this Agreement.
 - h. This Agreement may be executed in counterparts. Each counterpart being considered an original and all counterparts comprising one document.
- a.

THE VUE TOWNHOMES, LLC

[Signature]

Its: Development Manager

Printed Name: Tom McCormack

Date: 5/21/2020

State of ~~Utah~~ California)

:ss.

County of ~~Washington~~)

Los Angeles

On this 21st day of May, 2020, personally appeared before me Thomas Henry McCormack, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he/she is authorized by THE VUE TOWNHOMES, LLC, a Utah limited liability company, and that he/she executed the foregoing Easement Agreement (50 foot wide easement) on behalf said limited liability company being authorized and empowered to do so by the Operating Agreement of said Company or resolution of its members, and he/she acknowledged before me that such Company executed the same for the uses and purposes stated therein.



[Signature]

Notary Public

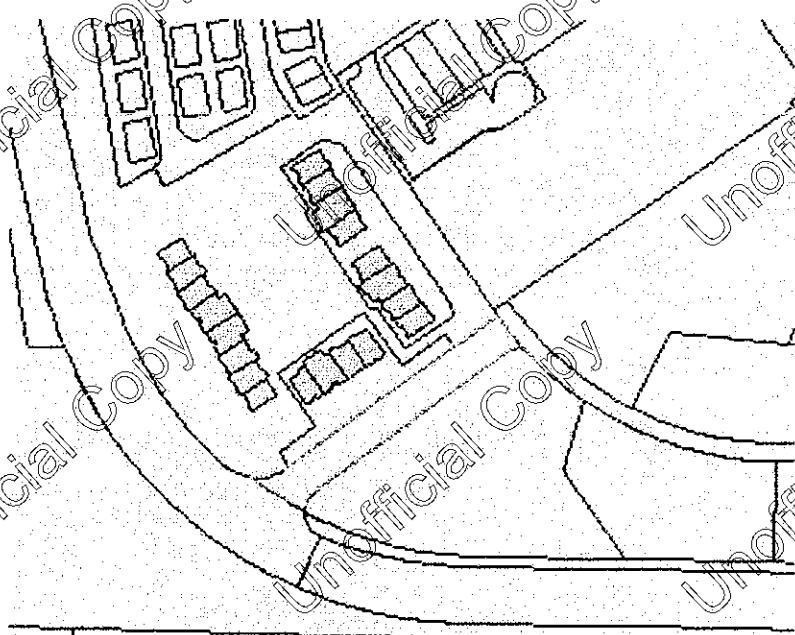
EXHIBIT A1 The VUE Property
(Easement Area)

Parcel SG-WMRK-ST

Acres 0.47

Situs 1157 S PLANTATION DR, ST GEORGE

Legal S. 34 T. 42S R. 16W BEG N 0°48'55" E 473.19 FT ALG SEC/L & N 90° W 514.39 FT FM E 1/4 COR SEC 34 T42SR16W BEING ON ARC 490.62 FT RAD CUR CNCV NE RAD BEARS N 54°27'13" E; TH SELY 67.51 FT ALG ARC CUR THRU CTRL ANG 07°53'01" TO PT OF CUSP OF 20 FT RAD CUR CNCV S; TH NWLY & SWLY 28.72 FT ALG ARC CUR THRU CTRL ANG 82°15'58" TO PT TNGY; TH S 54°18'13" W 326.57 FT TO PT CURV OF 75 FT RAD CUR CNCV SE; TH SWLY 36.20 FT ALG ARC CUR THRU CTRL ANG 27°39'15" TO PT OF CMPD CURV OF 30 FT RAD CUR CNCV SE RAD BEARS S 63°21'02" E; TH SWLY 10.33 FT ALG ARC CUR THRU CTRL ANG 19°43'25" TO ARC OF 531.47 FT RAD CUR CNCV NE RAD BEARS N 28°05'54" E; TH NWLY 85.42 FT ALG ARC CUR THRU CTRL ANG 09°12'30" TO PT OF CUSP OF 72.50 FT RAD CUR CNCV NW; TH NELY 46.66 FT ALG ARC CUR THRU CTRL ANG 36°52'39" TO PT TNGY; TH N 54°18'13" E 372.78 FT TO POB



**Exhibit A2 – The Vue Property
(Easement Area)**

Parcel

A portion of that twenty five foot (25.00') private street create by that certain final dedication plat Worldmark, The Club at St. George Phase 1, official records of Washington County, State of Utah, Document No. 00705319, being more particularly described as follows:

Beginning on the northerly line of said private street, at a point that lies North 00°50'44" East along the section line 439.10 feet and North 90°00'00" West 452.05 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence easterly along a 465.62 foot radius curve to the left, (long chord bears South 83°47'44" East a distance of 603.58 feet, center point lies North 46°36'23" East), through a central angle of 80°48'13" a distance of 656.66 feet; thence North 55°48'12" East 24.19 feet; thence South 34°11'48" East 25.00 feet; thence South 55°48'12" West 24.19 feet; thence southwesterly along a 490.62 foot non-tangent radius curve to the right, (long chord bears North 83°47'44" West a distance of 635.98 feet, center point lies North 34°11'50" West), through a central angle of 80°48'13" a distance of 691.92 feet; thence North 46°36'23" West 25.00 feet; to the POINT OF BEGINNING.

Note:

This description is rotated clockwise 00°01'49" from the original bearings of afore mentioned Worldmark plat to match basis of bearing for adjoining development.

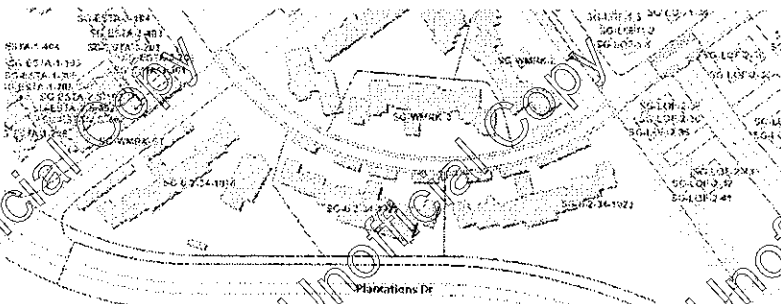


EXHIBIT B**The Benefitted Property****The Lofts at Green Valley****Legal and APNS:**

THE LOFTS AT GREEN VALLEY PHASE 1 BEGINNING AT A POINT BEING NORTH 00°48'55" EAST 780.27 FEET ALONG THE SECTION LINE AND WEST 104.75 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE, AND MERIDIAN AND RUNNING: THENCE NORTH 54°57'51" EAST 31.59 FEET; THENCE NORTH 34°13'37" WEST 139.92 FEET; THENCE NORTH 55°46'23" EAST 68.42 FEET; THENCE NORTH 80°49'31" EAST 56.99 FEET; THENCE NORTH 55°46'23" EAST 55.97 FEET; THENCE NORTH 30°39'58" EAST 28.29 FEET; THENCE NORTH 55°46'23" EAST 81.32 FEET; THENCE SOUTH 34°36'40" EAST 254.67 FEET; THENCE SOUTH 88°32'51" EAST 22.48 FEET TO AN ANGLE POINT ON THE BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS - PHASE I - B; THENCE SOUTH 01°27'09" WEST 80.00 FEET ALONG SAID BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS - PHASE I-B; THENCE SOUTH 34°08'51" EAST 294.05 FEET ALONG SAID BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS - PHASE I - B AND THE BOUNDARY OF LAS PALMAS RESORT CONDOMINIUMS II - PHASE -I; THENCE SOUTH 59°55'09" WEST 33.07 FEET; THENCE SOUTH 55°56'44" WEST 65.12 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE 23.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°19'05" THENCE NORTH 34°13'37" WEST 4.31 FEET; THENCE SOUTH 55°46'23" WEST 50.00 FEET; THENCE SOUTH 34°13'37" EAST 4.04 FEET TO A POINT ON A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS SOUTH 18°54'11" WEST; THENCE 23.11 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°57'28"; THENCE SOUTH 55°56'44" WEST 45.28 FEET; THENCE SOUTH 50°30'45" WEST 54.03 FEET; THENCE NORTH 34°13'37" WEST 500.41 FEET TO AND ALONG THE EAST LINE OF WORLDMARK THE CLUB AT ST GEORGE PHASE 1 AND THE EXTENSION THEREOF TO THE POINT OF BEGINNING.

SG-LOF-1-1	SG-LOF-1-18	SG-LOF-2-35
SG-LOF-1-2	SG-LOF-1-19	SG-LOF-2-36
SG-LOF-1-3	SG-LOF-1-20	SG-LOF-2-37
SG-LOF-1-4	SG-LOF-1-21	SG-LOF-2-38
SG-LOF-1-5	SG-LOF-1-22	SG-LOF-2-39
SG-LOF-1-6	SG-LOF-1-23	SG-LOF-2-40
SG-LOF-1-7	SG-LOF-1-24	SG-LOF-2-41
SG-LOF-1-8	SG-LOF-1-25	SG-LOF-2-42
SG-LOF-1-9	SG-LOF-1-26	SG-LOF-2-43
SG-LOF-1-10	SG-LOF-1-27	SG-LOF-2-44
SG-LOF-1-11	SG-LOF-1-28	SG-LOF-2-45
SG-LOF-1-12	SG-LOF-1-29	SG-LOF-2-46
SG-LOF-1-13	SG-LOF-1-30	
SG-LOF-1-14	SG-LOF-1-31	
SG-LOF-1-15	SG-LOF-1-32	
SG-LOF-1-16	SG-LOF-1-33	
SG-LOF-1-17	SG-LOF-1-34	