WHEN RECORDED, MAIL TO:

KARI JIMENEZ
IVINS CITY
55 NORTH MAIN
IVINS, UT 84738

APN: I-SB-37; I-SB-38

FIRST ADDENDUM TO DEVELOPMENT AGREEMENT FOR THE CLIFFROSE SUBDIVISION PROJECT IVINS CITY, WASHINGTON COUNTY, UTAH

This First Addendum to the Development Agreement ("Agreement") for the Cliffrose Subdivision Project is entered into as of this _____ day of _____, 2017, by and between **DEVELOPMENT SOLUTIONS GROUP, INC.**, a Utah Corporation ("Developer"), as owner/developer of certain real property located in Ivins City, Washington County, Utah, on which it proposes to complete the development of a project known as the Cliffrose Subdivision (the "Project"), and **IVINS CITY**, a municipality and political subdivision of the State of Utah, by and through its City Council ("City").

RECITALS

A. Developer is the owner/developer of the Project that is approximately 20.56 acres in size, located within Ivins City, Washington County, Utah, the legal description of which is set forth on Exhibit "A". The original Development Agreement for the Project was entered into as of July 3, 2014.

B. The Project is being developed in three (3) phases; Phase 3 will consist of 26 lots as well as street improvements to 600 West, the portion of 400 South that abuts Phase 3 and the intersection of 600 West and 400 South.

C. This First Addendum to the Development Agreement is intended to set forth the agreement between the Developer and the City regarding the development of Phase 3 of the Project, including the realignment of 600 West and 400 South; the realignment of 400 South will match the current curvature alignment of an existing underground powerline easement; the realignment of 600 West will meet the 400 South realignment at a proposed intersection located west of the Project.

D. The Developer has made a cost comparison between what would be constructed under the initial Development Agreement and what would be constructed to accommodate the realignments of 600 West and 400 South.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, Developer and Ivins City hereby agree as follows:

(1) Recitals. The foregoing recitals are incorporated and made an integral part of this Agreement by this reference.

(2) Development Pursuant to Development Agreement and this First Addendum. The Project shall be developed in accordance with the terms of the Development Agreement as modified by this First Addendum thereto.

(3) Realignment of 600 West / 400 South. Developer shall construct the 600 West and 400 South improvements as depicted on Exhibits "B" and "C" attached hereto and incorporated herein. The City shall be responsible for improvements costs of realignment that are beyond those set forth on Exhibit "B".

(a) The City shall provide Developer with approved street alignment and profile for 600 West.

(b) Developer shall provide engineering for "offsite" improvements related to the realignment of 600 West and 400 South as described in Exhibits "B" and "C".

(c) The City shall provide storm drain design and pay for storm drain facilities.

(4) No Joint Venture, Partnership or Third Party Rights. It is not intended by this First Addendum to, and nothing contained herein shall, create any partnership, joint venture or other arrangement between the Developer and the City. No term or provision of this First Addendum is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

(5) Binding Effect. All of the provisions of this First Addendum shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

(6) Severability. If any part or provision of this First Addendum shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this First Addendum except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this First Addendum shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(7) Miscellaneous.

(a) Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this First Addendum or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

(b) Survival. It is expressly agreed that the terms, covenants and conditions of this First Addendum shall survive any legal act or conveyance required under this First Addendum.

(c) Headings. The section and other headings contained in this First Addendum are for reference purposes only and shall not in any way affect the meaning or interpretation of this First Addendum.

IN WITNESS WHEREOF, the parties have executed this First Addendum the day and year first above written.

IVINS CITY:

Attested by:

By: _____
Chris Hart, Mayor

_____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of _____, 2017, before me personally appeared CHRIS HART 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 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.

_____
Notary Public

DEVELOPER:

_____
DEVELOPMENT SOLUTIONS GROUP, INC

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the ___ day of _____, 2017, personally appeared before me _____ _____, AUTHORIZED OFFICER OF DEVELOPMENT SOLUTIONS GROUP, INC., 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 DEVELOPMENT SOLUTIONS GROUP, INC. is an Owner/Developer of the Cliffrose Subdivision and 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.

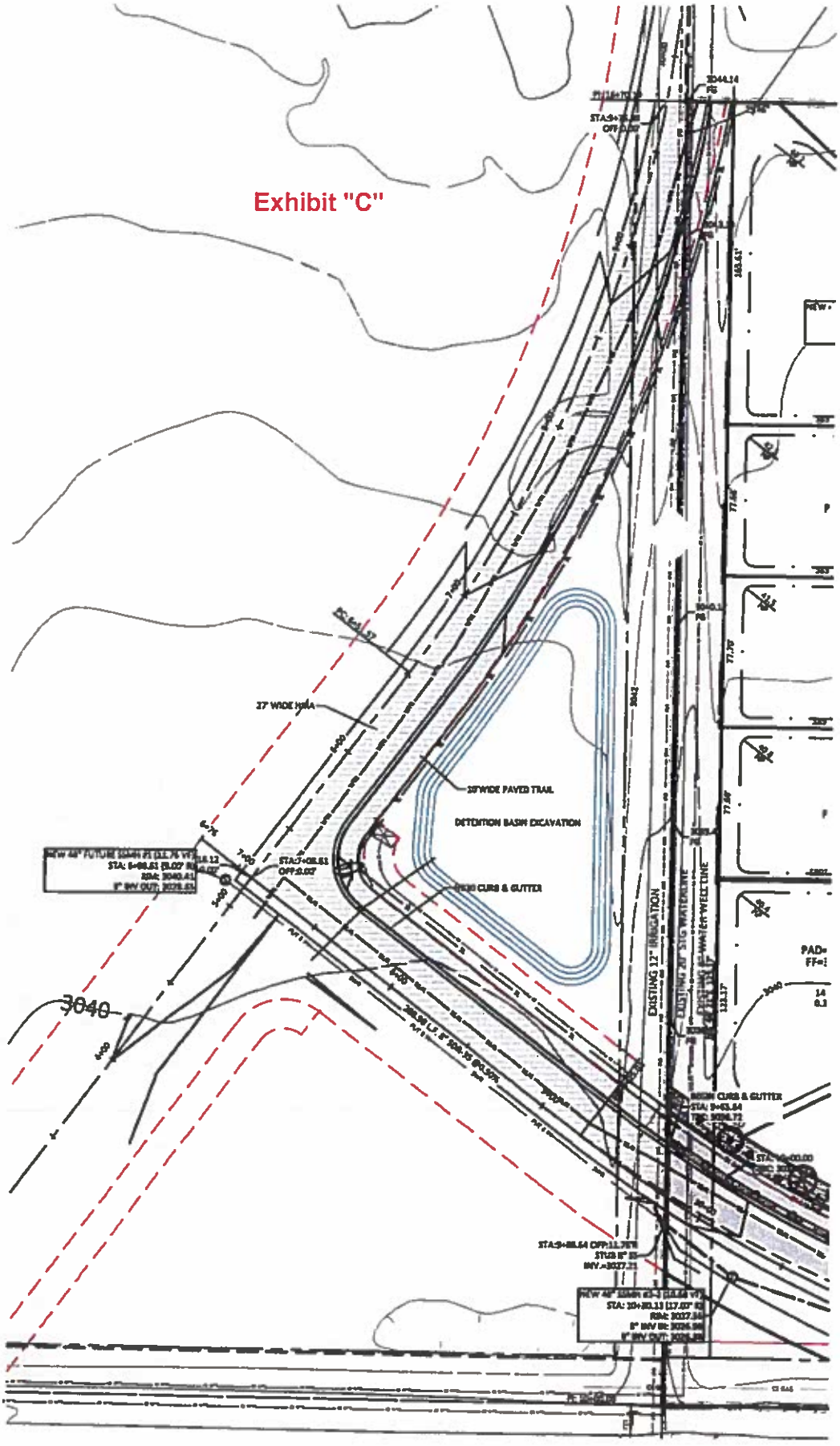
_____
Notary Public

EXHIBIT "A" - LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE CENTER SECTION LINE, SAID POINT BEING SOUTH 00°41'20" WEST, 2018.219 FEET ALONG SAID CENTER SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 89°11'15" WEST ALONG THE NORTHERLY BOUNDARY LINE OF LOT 1, BLOCK 17, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY AND LINE EXTENDED, A DISTANCE OF 577.765 FEET; THENCE SOUTH 0°41'20" WEST 144.724 FEET; THENCE SOUTH 89°07'00" EAST 26.409 FEET THENCE SOUTH 0°41'20" WEST 235.001 FEET; THENCE SOUTH 89°07'00" EAST 102.492 FEET THENCE SOUTH 89°03'55" EAST 38.000 FEET; THENCE SOUTH 89°07'00" EAST 102.501 FEET; THENCE SOUTH 0°41'20" WEST 84.961 FEET; THENCE SOUTH 06°34'13" WEST 38.188 FEET; THENCE SOUTH 0°41'20" WEST 100.417 FEET THENCE SOUTH 0°53'03" WEST 68.000 FEET TO THE CENTER SECTION LINE OF SAID SECTION 6; THENCE SOUTH 89°06'57" EAST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 312.510 FEET TO THE CENTER OF SAID SECTION 6, THENCE NORTH 00°41'20" EAST ALONG SAID CENTER SECTION LINE, A DISTANCE OF 671.856 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Offsite Construction
Cliffrose Phase 3, 400 South and 600 West Streets

Item	Description	Quantity	
1	Rough grading 1/2 street	1	LS
2	Overexcavation 1/2 street	1	LS
3	Finish grade for subbase	27886	SF
4	3" HMA/8" AB/fog seal (27' wide HMA)	19505	SF
5	30" C&G	670	LF
6	10' wide trail (2" AC/6" AB)	6700	SF
7	Detention Basin excavation	1	LS
8	Handicap Ramp	1	EA
9	8" Sanitary Sewer	289	LF
10	SSMH	1	EA
11	8" Waterline	731	LF
12	8" Gate Valve w/ cross	4	EA
13	8" Bend	4	EA
14	Streetlight	1	EA
15	Streetlight conduit	645	LF
16	Mobilization	1	LS
17	Engineering	1	LS


Exhibit "C"
17' WIDE HMA
10'WIDE PAVED TRAIL
DETENTION BASIN EXCAVATION
3040
EXISTING 12" IRRIGATION
EXISTING 20" STM WATERLINE
EXISTING 8" WATER LINE
PAD=
FF=