200 SOUTH ROAD IMPROVEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into by and between IVINS CITY, a political subdivision of the State of Utah ("Ivins City"), and TROY NELSON, the owner/developer of a Project known as The Westbrook Townhomes on a parcel of property identified as APN I-SB-36-K ("Owner"), with Ivins City and the Owner collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Parties are desirous to have street and drainage improvements completed on 200 South between 200 West and approximately 250 West, as well as some concrete work done at/around the existing trench drain at approximately 250 West between the Project and Sun Crest West Subdivision, and are willing to share the costs of such improvements upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties hereby stipulate and agree as follows:

AGREEMENT

1. Improvements.
    a. Concrete/Drainage Improvements at approximately 250 West. Between the Project and Sun Crest West Subdivision there currently exists a trench drain installed by Ivins City to catch water draining down that unimproved street/wash. The Parties acknowledge that additional concrete/drainage improvements are needed at that site more than a partial road that only abuts the Project on its west side and then stops. A drawing of the concrete improvements at/around the trench drain is attached hereto and incorporated herein. In addition, a concrete cross gutter shall be installed that connects the Project gutter to the Sun Crest Subdivision gutter.
    b. Completion of 200 South Street Improvements. The Parties further acknowledge that it is more important to both the Project and Ivins City to complete all of the street improvements on 200 South in lieu of the 250 West street improvements that would have otherwise be required for the Project. Therefore, in addition to the 200 South street improvements Owner is required to install for the Project, Owner shall also install full curb, gutter and the approximately six foot wide additional asphalt paving along the south side of 200 South from 200 West to the point of connection with the street improvements of Sun Crest West Subdivision.
2. Division of Costs. In consideration for Ivins City not requiring Owner to ever install the street improvements adjacent to the west end of the Project and the importance to the Parties to have 200 South fully improved, the Parties agree to equally divide the cost of the above improvements. Owner has received a bid for the cost of installing the Improvements that totaled approximately $35,000 which means each Party's share of those costs may be approximately $17,500 at the current time.

3. Default. In the event any Owner fails to fully install the Improvements, Owner will be in default and Ivins City may sue for specific performance of this Agreement and/or seek such other relief as may be provided by law.
4. Controlling Law and Venue. This Agreement has been made under the laws of the State of Utah and such laws shall control its enforceability. Any action to interpret or enforce this Agreement shall be brought in the Fifth District Court in and for Washington County, State of Utah.
5. Binding on Heirs and Assigns. The terms and conditions of this Agreement shall be binding upon the heirs, successors and assigns of the Parties hereto and shall run with the land.
6. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes any prior or concurrent agreements; no oral or written terms or conditions which are not expressly contained in this Agreement shall be binding. This Agreement may not be amended except by written agreement of the Parties.

This Agreement shall become effective when executed by the Parties and approved by the Ivins City Council.

IVINS CITY:

_____
CHRIS HART, Mayor

Dated:_____

ATTEST:

_____
Kari Jimenez, Ivins City Recorder

OWNER:

_____
TROY NELSON