MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is hereby made and entered into by and between BLACK DESERT LAND COMPANY INC., or its assigns, ("the OWNER") and ENLAW, LLC which has the contractual right to purchase the OWNER's property on or before April 30, 2019 (the "DEVELOPER") and IVINS CITY, ("the City") (collectively the "Parties").

1. The purpose of this Memorandum of Understanding is to provide for the approval of the construction of a ranch road with a length of about 4,100 feet and an average width of about 10 feet in preparation for the construction of a future irrigation water pipeline.

2. Attached hereto as Exhibit "A" is a map showing the general location of the ranch road;

3. The proposed ranch road shall be:
    a. Constructed generally accordance with Exhibit "A;"
        - The alignment shall be constructed so that the rough grade of the ranch road will facilitate the construction of a future irrigation line.
        - If and when the ranch road is developed into a roadway, the alignment of the roadway shall be constructed at that time to be both vertically and horizontally for the future roadway minimum standards, including vertical radii and horizontal radii will be a prerequisite of any future roadway alignment approval.
    b. Maintained by the OWNER or DEVELOPER until the irrigation water pipeline is built.

4. The OWNER and DEVELOPER understand and agree that the location of the ranch road alignment as depicted on Exhibit "A" is subject to change when and if any subdivision approval is given and that NO approvals are being given as a part of, or as a result of, this Memorandum of Understanding, express or implied, regarding any future subdivision.

5. The OWNER and DEVELOPER further agree to comply with all subdivision, construction, land development regulations in place when and if any future development occurs, including the City's Sensitive Lands Ordinance (Chapter 8 of the City's current Zoning Ordinance).

    a. If and when the future required roadway that may roughly parallel the irrigation pipeline is developed, the OWNER and DEVELOPER understand that it may be necessary to relocate the irrigation pipeline as a condition of development to ensure that there is room for other utilities in the roadway while following the minimum standards for vertical and horizontal radii.

    b. If and when the property is developed into subdivisions through areas of the proposed irrigation pipeline alignment, OWNER and DEVELOPER understand that a minimum easement as designated by the City of St George must be protected and provide vehicle access along the entire alignment of the pipeline without

encumbrance from privacy walls or similar barriers.

6. The OWNER and DEVELOPER further agree to obtain all necessary permits required for stream crossings concerning the construction of the trail, road, and utility easement alignment.

7. The OWNER and DEVELOPER further agree to obtain any permits required by federal and state law for the construction site as necessary. It is anticipated that ground disturbance will be limited to under an acre and will not require a SWPPP.

8. 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.

9. Binding on Heirs and Assigns. The terms and conditions of this Agreement shall be binding upon the heirs and assigns of the Parties hereto.

10. 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

_____

Dated: _____

BLACK DESERT LAND COMPANY, INC.

_____
President

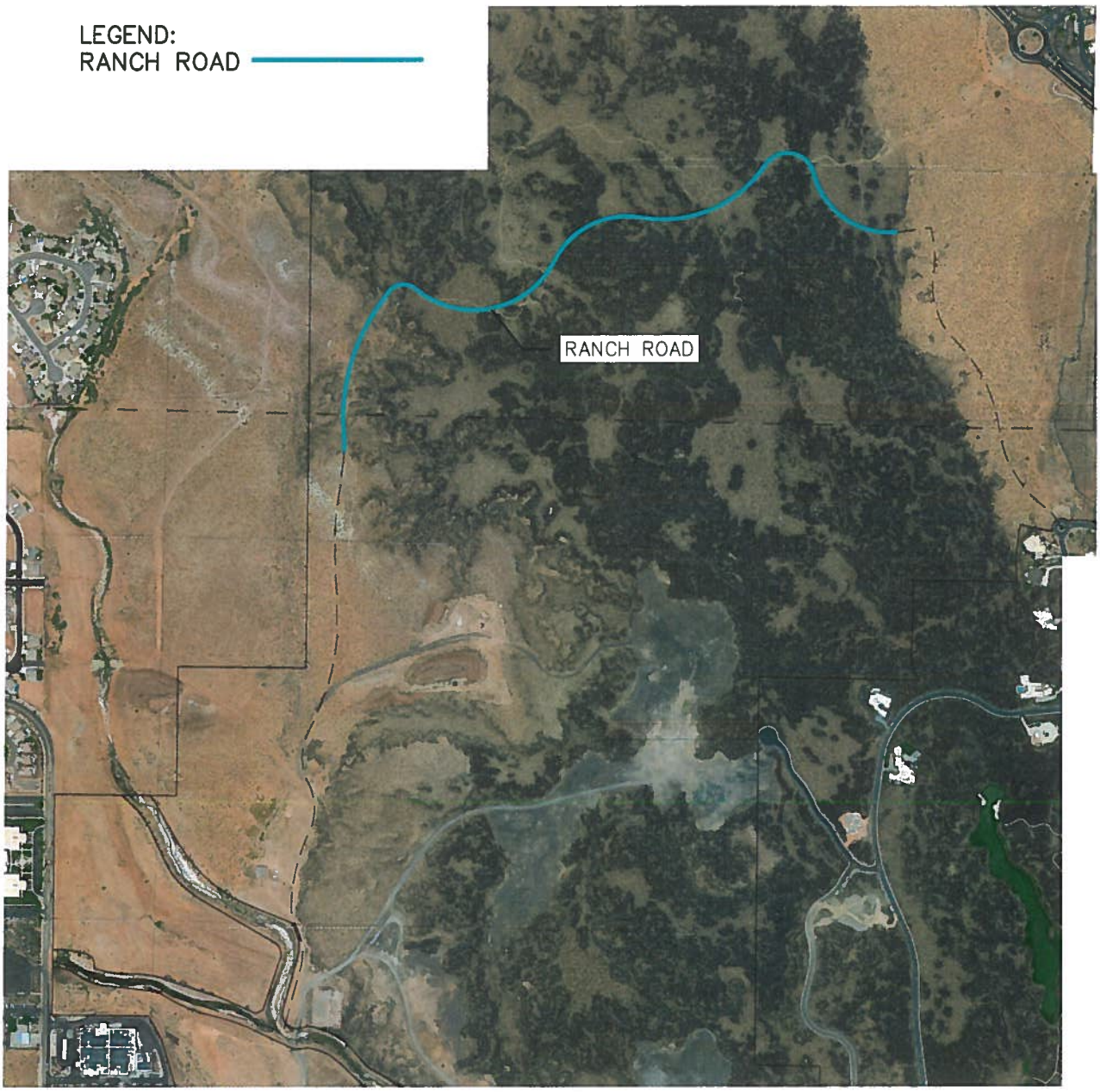
Dated: 11/6/18

ENLAW, LLC

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Dated: 11/6/18

EXHIBIT A
RANCH ROAD



NOTE: RANCH ROAD IS 4,100 FEET LONG AND 10' WIDE