WHEN RECORDED, MAIL TO:	MAIL COPY TO SELLER:
KARI JIMENEZ	IRVIN & KAY
IVINS CITY RECORDER	LAND HOLDINGS
55 NORTH MAIN	65 E 200 S
IVINS, UT 84738	IVINS, UT 84738

APN: I-6-1-31-41010, I-6-1-31-4102, I-6-1-31-3100.

Property Exchange Agreement for Detention Basin at 600 West 450 North

This agreement is made and entered into effective this _____ day of _____, 2020, by and between Irvin & Kay Land Holdings, limited liability corporation of Utah that is a property owner in Ivins ("Seller"), and Ivins City, a Utah Municipality, ("City").

Whereas:

1. Seller owns a properties identified by Washington County parcel (WC parcel) numbers as I-6-1-31-41010, I-6-1-31-4102, I-6-1-31-3100.
2. Ivins City is interested in acquiring a 1.50 acre portion of parcel number I-6-1-31-41010 to install a sub-regional detention basin at approximately 450 North 600 West.

Now, therefore, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors and assigns to exchange properties as follows:

1. Seller Deeding Property: Seller will convey by warranty deed "Detention Basin", 1.50 acres, as shown in Exhibit A and described in Exhibit B.
2. Construction Easement: Seller will convey a temporary construction easement, 0.307 acres, as shown in Exhibit A and described in Exhibit B. The temporary construction easement will expire 2 years after the construction is completed. However, the City agrees to maintain the slope and any drainage improvements in the easement upon receiving permission from the owner.
3. Title Costs: The title costs will be paid by Ivins City.
4. Price: The City agrees to the following concessions in lieu of a money exchange.
5. New Storm Drain Pipeline: The City agrees to construct a 24-inch diameter storm drain pipeline from the new Detention Basin in the alignment shown on Exhibit C in lieu of payment for the Detention Basin. Inlets and junctions will be provided as shown on this exhibit. The Seller may install storm drain improvements that will provide drainage for their properties connecting to the 24-inch pipeline at any of the proposed inlets and junctions.
6. Concept Design of Detention Basin: Exhibit D provides a concept design of the detention basin which shall be the basis for agreed improvements that will be installed on the subject property. Both parties agree that the design shall be faithfully executed, some minor changes may be made in the process of developing a final design and construction. Both parties will agree to the final design prior to construction.
7. Construction: Ivins City is responsible for the construction of the detention basin and all piping into and out of the basin from 200 North to Center Street.
8. Water Service Line: Ivins City agrees to provide a buried 1-inch diameter PVC Schedule 40 water service line from the meter located at 450 N 400 W to the corrals including taps to Kayenta Corrals, Ence Barn, and a tap near the detention basin.
9. Cutoff Ditch: Instead of installing hump in 450 North, the City will install a cutoff ditch on the north side of the existing fenceline along 450 North to direct runoff to the detention basin.

10. Detention Basin Capacity: The detention basin shall provide all detention needs for the future development of parcel number I-6-1-31-41010 and I-6-1-31-4102, as currently configured, and provides additional detention for the City to divert flows into the existing storm drain piping located at 600 West Center Street. The City will not require the parcels listed above to construct separate detention basins upon development to reduce peak flows. When this parcel develops, the drainage study shall consider the capacity of this new basin and no additional detention shall be required.
11. 200 N Detention Basin: The City is planning a detention basin at 200 North 600 West. Ivins City agrees to allow Parcel number I-6-1-31-3100 to utilize the storage available in that detention basin contingent on the developer of that property installing adequate pipeline capacity to the basin when the property develops.
12. Temporary Use of City Right-of-Way: The City agrees to give the Seller a revocable license to temporarily utilize a portion of 450 North Street right-of-way. The area shall be defined as a 260 foot by 49.5 foot area that starts at the east edge of the proposed Kwavasa Drive right-of-way and extends eastward 260 feet as shown in Exhibit E.
13. Low Impact Development Regulations: New low impact development regulations are soon to be implemented in Ivins City, the Seller or its successor shall have the right to convert the detention basin area at 450 North 600 West into an infiltration basin if needed to meet future low impact development regulations.
14. Use of Property: The Seller or its successor may continue to use the Detention Basin for the following uses: (a) feeding animals, (b) watering animals, and (c) pasturing animals. The seller may install equipment that retains storm water or holds irrigation water to the benefit of these uses on the property. Such equipment shall be removed upon the cessation of the pasture operation at the expense of the seller. Such equipment shall not interfere with primary purpose of the Detention Basin. If the EPA or Utah Division of Environmental Quality determine that the use impairs the water quality of the Santa Clara River, such uses shall also be eliminated or modified as approved by the City by fencing out the pasturing of cattle in the detention basin. City will fence the embankment area adjacent to the City right-of-way to prevent pasturing of the slopes. All seller use of the "Detention Basin" property shall cease upon the any platted subdivision of any portion of parcel I-6-1-31-41010 as currently configured.
15. Landscaping of Detention Basin: Upon completion of constructing the Detention Basin, the City will reseed the basin slopes and bottom with native plants and vegetation. Upon development of the adjacent property, the seller has the right to improve the landscaping. Seller shall not allow any pasturing in of the embankment adjacent to the city right-of-way.
16. Road Improvements on 450 North and 600 West: The parties agree to split the cost of the road improvements 50 percent each on 450 North and 600 West when the Seller or its successor develops the property surrounding the Detention Basin. The road improvements are defined as grading, overexcavation, asphalt, roadbase, concrete work, public utilities, drainage and any work appurtenant to these improvements.
17. Maintenance of Detention Basin: Ivins City will be responsible for the maintenance of the detention basin into perpetuity, removing sediment, repair and replacement of pipes and structures, and upsizing inlets, pipes and overflows as necessary.

Removed reference to noxious weeds

18. Schedule of Construction: Ivins City will construct the facility when funds are available. The export of fill will be necessary, and the City reserves the right to negotiate with third parties for