WHEN RECORDED, MAIL TO:
KARI JIMENEZ
IVINS CITY
55 NORTH MAIN
IVINS, UT 84738

APN: I-SB-49, I-SB-46

DEVELOPMENT AGREEMENT
FOR THE ANASAZI VISTA PROJECT
IVINS CITY, WASHINGTON COUNTY, UTAH

This Development Agreement ("Agreement") is entered into as of this _____ day of _____, 2020, by and between **ANASAZI VISTA, LLC,** a Utah Limited Liability Company, the owner and developer (collectively "Developer") of certain real property located in Ivins City, Washington County, Utah, on which they propose to develop a project known as the **ANASAZI VISTA** subdivision (the "Project"), and **IVINS CITY**, a municipality and political subdivision of the State of Utah, by and through its City Council ("City").

R E C I T A L S

A. Developer desires to develop approximately **22.51** acres of real property located in Ivins City, Washington County, Utah, the legal description of which is set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"), on which it proposes the development of a certain subdivision known as the ANASAZI VISTA subdivision consisting of a total of 71 residential lots, as more fully reflected on **Exhibit "B"** attached hereto and incorporated herein.

B. The Project shall be developed in five sequential phases, with construction to begin after receipt of Final Plat approval. The number of units to be developed with each phase is as follows: Phase 1, **11** lots, Phase 2, **18** lots, Phase 3, **14** lots; Phase 4, **14** lots; and Phase 5, **14** lots.

C. Developer acknowledges that it must comply with all City development standards and ordinances, including applicable zoning and subdivision ordinances, fencing regulations, design guidelines, and design & construction standards, as well as the standards and specifications set forth and/or incorporated herein.

D. This Development Agreement is intended to set forth the entire agreement between the Developer and the City regarding the development of the Project.

E. Ivins City is acting pursuant to authority under The Municipal Land Use, Development, and Management Act (U.C.A. §§10-9a-101 et. seq., as amended from time to time, hereinafter the "Act"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations.

A G R E E M E N T

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

(1) Recitals; Findings. The foregoing recitals are incorporated and made an integral part of this Agreement by this reference. The City finds that the development of the Property pursuant to this Agreement and applicable City ordinances will result in meaningful planning and economic benefits to, and shall further the health, safety and welfare of the City and its residents by, among other things:
(a) requiring development of the Property in a manner consistent with the applicable rules, regulations and policies of the City;
(b) providing for the dedication of infrastructure improvements to be completed as set forth herein and/or as consistent with current State or City regulations; and
(c) preserving the natural beauty and view of the surrounding environment through agreed upon construction materials and building height limitations. The City is entering into and approving this Agreement pursuant to its authority under the Act and City ordinances, policies and regulations and has made certain determinations with respect to the Property and, in the exercise of its legislative discretion, has elected to approve this Agreement as an agreement, compromise, and settlement as to the matters covered by this Agreement.

(2) Project Phasing. The development of the multiple phases of the Project shall be governed as set forth in Exhibit B attached hereto.
(a) The Final Plat for the first Subdivision Phase Final Plat must be recorded within one (1) year from the approval date of this Development Agreement; Final Plats for each subsequent phase shall be recorded within one (1) year from the approval date for the previous Final Plat.
(b) Before a Final Plat for any Subdivision Phase can be recorded, paved fire access roads that comply with City Code, shall either be fully installed or bonded for before the first Certificate of Occupancy can be issued.
(c) For any Subdivision Phase through which there is a right-of-way that is to be vacated, the statutory process for vacating the right-of-way must be completed before that Subdivision Phase can be recorded.
(d) The City will allow mass grading of the entire 22.51 acres site as part of Phase 1 with the following conditions:
(i) A restoration bond must be posted in cash to the City in the amount to cover the cost to return the site back to a flat grade and reseeded to natural vegetation in the event of any default or nonperformance by the Developer.
(ii) The Developer shall comply with all local, state and federal Storm Water Pollution Prevention requirements for the entire site, maintaining all such required controls and conducting all necessary monthly/biweekly inspections complete with reports. The areas within Phases 2 through 5 shall be stabilized from erosion with sediment and erosion controls which shall include scarification and reseeding immediately after the mass grading activities have ceased. The stabilization and reseeding must commence after no more than 14 days have passed since the cessation of grading. Noxious weeds shall be controlled while not removing desirable vegetation that will stabilize the site for wind and water erosion.

(3) Project Plans; Development Pursuant to this Agreement.
(a) Project Plans. The Project Plan previously approved for the Project, the Amended Project Preliminary Plan as reflected in Exhibit B and the Final Plats to be approved, as well as any exhibits attached hereto (collectively the "Project Plans"), are integral parts of this Agreement. The City's approval of the Project is based upon the City's reliance that the Project will be developed in accordance with the standard and quality of improvements, unit densities, dedication of easements, roadways, and other improvements, as represented in the Project Plans and this Agreement.
(b) Development Guidelines. The following development guidelines shall be part of the Project Plans:
(i) Exterior materials shall only be stucco, stone, brick, exposed concrete or concrete block.
(ii) All exterior colors shall comply to City Code;
(iii)No metal or vinyl siding shall be allowed, however metal detailing and accent may be on a case by case basis, i.e. copper, rusted steel patina.

(iv) All exterior lighting shall follow City Code.
(v) All fencing within or around the Project shall be constructed of colored masonry, rock, stucco, and/or exposed colored concrete throughout the Project.
(vi) The fencing along Kwavasa Drive (600 West) shall be masonry matching the color of Kee Stone Subdivision across the street and include a split-face textured row one block down from the top course and include an 4-inch capstone block with a 1-inch overhang.
(vii) No metal roofing materials shall be allowed; however, metal detailing and accent may be on a case by case basis. All other roofing material shall follow City Code; and
(viii) All homes shall be single story with no basements. The roofs shall consistently match throughout the development and must be either pitched at 4:12 slope (or less) or flat roofed.
(c) Development. Upon execution of this Agreement by the City, the Developer is authorized to develop the Property as set forth in this Agreement and in accordance with the types, densities and intents of the land uses set forth in the Project Plans and this Agreement.

(4) Documentation Supporting Provisions Herein. If the City determines that any provision of this Agreement requires a separate (recordable or otherwise) document/agreement to protect or clarify the City's rights pursuant to the intent of the parties under this Agreement, both parties shall cooperate in preparing and completing such documents.

(5) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by Ivins City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement.

(6) Subdivision Plat Approvals and Compliance with City Design and Construction Standards. Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of Ivins City necessary for approval and recordation of subdivision plats for the Project, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Ivins City, including but not limited to, the Ivins City Subdivision Ordinance and Standards and Specifications for Design and Construction.

(7) Agreement to Run with the Land. This Agreement shall be recorded against the Property described in Exhibit "A" attached hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property. Additionally, Developer shall provide appropriate notes upon the Final Plat prior to recordation giving notice of the primary provisions of this Agreement.

(8) Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent signed by the Mayor with the approval of the City Council, which consent shall not be unreasonably withheld.

(9) Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. However, in the event Developer fails to proceed in a timely fashion resulting in the revocation or loss of Final Plat or Preliminary Plan approvals for the Project, the City may terminate this Agreement and require a new Development Agreement as part of any future approval process.

(10) No Joint Venture, Partnership or Third-Party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement

between the Developer and the City. No term or provision of this Agreement 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.

(11) Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

(12) Severability. If any part or provision of this Agreement 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 Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement 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.

(13) Previous Agreements. Except as otherwise expressly provided herein, this Agreement is the exclusive agreement of the parties and replaces and supersedes all prior agreements between the parties pertaining to this Project.

(14) Moratoria. No City moratorium or other City ordinance, resolution, rule, or regulation (a "Moratorium Ordinance") enacted after the date of this Agreement that prohibits or regulates the erection, construction, reconstruction, or alteration of any building or structure, or affects the City's approval process for subdivisions in a manner inconsistent with the terms of this agreement, shall apply to or govern the development of the Property during the term of this Agreement unless the Moratorium Ordinance complies in all respects with applicable state law.

(15) Amendments. The Developer and the City agree to cooperate and pursue and amendments to this Agreement that are reasonably necessary to accomplish the goals expressed in this Agreement and the development of the Property in light of any changes in market conditions or development requirements. All amendments shall be in writing and shall be approved and signed by both the Developer and the City. Any amendment to this Agreement shall be recorded.

(16) 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 Agreement 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 Agreement shall survive any legal act or conveyance required under this Agreement.

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

(d) Plat Notes. Primary provisions of this Agreement, as determined by the City, shall be included as notes on any Final Plat of the Project, as well as incorporated into the Project Restrictive Covenants documents.

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

IVINS CITY: Attest:

By: _____Chris Hart, Mayor

_____ Kari Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of _____, 2020, 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

OWNER: DEVELOPER:
ANASAZI VISTA, LLC

_____James Sullivan, Manager

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the ___ day of _____, 2020, personally appeared before me _____, MANAGER, ANASAZI VIST, LLC, 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 ANASAZI VISTA, LLC is the Owner of the ANASAZI VISTA Subdivision and that the foregoing document was signed by him by authority, and he acknowledged before me that he executed the document for its stated purpose.

_____
Notary Public

EXHIBIT “A" - LEGAL DESCRIPTION

The following description of real property, to the extent lying within the boundaries of Ivins City, as of the date of the recordation of this instrument:

Beginning at a point that lies North 00°51'15" East 808.80 feet, and East 540.72 feet, from the West Quarter Corner of Section 6, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 00°51'15" East 1191.70 feet; thence South 89°19'57" East 769.92 feet to a point on the west right-of-way line of Kwavasa Drive, thence along said line the following four (4) courses, 1) South 00°46'17" West 671.46 feet, 2) North 89°15'38" West 29.00 feet, 3) South 00°46'16" West 531.62 feet, and 4) southerly along a 696.00 foot radius curve to the right, (long chord bears South 05°23'41" West a distance of 112.21 feet), center point lies North 89°13'44" West through a central angle of 09°14'49", a distance of 112.33 feet; thence North 89°05'26" West 600.20 feet; thence North 00°54'34" East 101.00 feet; thence North 89°05'26" West 34.36 feet; thence westerly along a 125.00 foot radius curve to the left, (long chord bears South 73°37'05" West a distance of 74.31 feet), center point lies South 00°54'34" West through a central angle of 34°34'57", a distance of 75.45 feet; thence North 33°40'51" West 50.00 feet; to the point of beginning.

Containing 980,510 square feet or 22.51 acres.

EXHIBIT "B" – Preliminary Plat

