REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (this "Agreement") is made this ____ day of _____, 2022, by and between Ivins City, a Utah municipality (the "City"), on the one hand, and Southern Land Ventures, LLC and Peak Land Ventures, LLC (collectively, the "Developer"), on the other hand. The City and the Developer are sometimes collectively referred to herein as the "Parties."

RECITALS:

A. Developer is the owner (or is under contract to acquire) the real property comprised of approximately 10.27 acres located within the municipal boundaries of the City and described in Exhibit "A" hereto (the "Property"). The Property is proposed for development as a residential community known as "*Desert Cove*" (the "Subdivision") as generally depicted in the Concept Plan attached as Exhibit "B" hereto.

B. In connection with its approvals of the Subdivision, the City requires the Developers to design, construct, and install the following improvements: (i) a stormwater detention basin next to proposed lots 17 and 18 of the Subdivision as shown on the Concept Plan attached as Exhibit "B" hereto (the "Detention Basin"); and (ii) the roadway improvements for Kwavasa Drive adjacent to the east of the Detention Basin and the Subdivision (the "Road Improvements").

C. For purposes of this Agreement, the Detention Basin and the Road Improvements are collectively referred to as the "Improvements."

D. Developer is entitled to be reimbursed by the City for the costs of the Improvements in accordance with the terms and provisions of this Agreement and the Property Exchange Agreement made with RT Marten on January ~~23~~17, 2019 attached as Exhibit "~~C~~"C hereto.

AGREEMENT:

NOW, THEREFORE, in consideration of the above Recitals, mutual covenants, and undertakings, the Parties hereby agree as follows:

Section 1. **Improvements.** The Developer represents and warrants to the City that it has completed or will complete the installation of the Improvements in accordance with the City's requirements, and that, unless already conveyed or dedicated to the City, Developer shall convey or dedicate the Improvements to the City by executing and delivering to the City a bill of sale warranting title to the Improvements in favor of the City. Other than the warranty contained in Section 3 below, Developer does not make any other representations or warranties to the City.

Section 2. **Condition of Improvements.** The Developer has caused (or will cause) the installation and construction of the Improvements (the "Work") to be completed at Developer's sole cost and expense by qualified licensed contractors. Prior to City's acceptance of ownership of the Improvements, Developer shall provide evidence satisfactory to the City that all labor, materials, equipment, rental, and other costs incurred in performing the Improvements have been

paid in full and that the City will receive the Improvements free and clear of all liens and encumbrances, and any claims that may ripen into a lien.

Section 3. **Indemnification and Warranty**. To the fullest extent allowed by law, the Developer shall indemnify, defend, and hold harmless the City, its affiliates, agents, employees, and elected and appointed officials from and against any and all actions, claims, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or connected in any way to the Developer's design, fabrication, construction, installation, and maintenance of the Improvements for a period of one (1) year after acceptance of the Improvements by the City. If any claim is made against the City that is covered by the preceding indemnification from the Developer, the City shall notify Developer of the same and Developer shall have a period of sixty (60) days thereafter to resolve the same. After said 60-day period, if the Developer has not resolved the claim, the City shall have the right, but not the obligation, to assume the entire control of the defense and/or settlement of the claim, through attorneys selected by the City, and the Developer shall cooperate fully with the City in connection with the same. If the City elects to assume control of the defense and/or settlement of the claim, the Developer shall be liable for all City's related costs and expenses, including, without limitation, reasonable attorneys' fees, all judgments or verdicts, and all monies paid in settlement. In addition, the Developer, warrants, and certifies to the City that all work performed and materials used in connection with the Improvements are free and clear of any defects related to the design, construction, and installation of the Improvements. The warranty set forth in this section shall be in effect for one year from the date on which the City accepts conveyance of the Improvements. The Developer shall indemnify and hold the City harmless for breach of any warranties hereunder.

Section 4. **Reimbursement**. The City shall reimburse Developer by paying Developer the full amount of costs incurred by Developer for the Improvements within thirty (30) days after Developer completes the Improvements and provides the City with documented proof of the actual costs incurred for the Improvements. Attached as Exhibit ~~C~~D hereto are the itemized cost estimates for each item to be reimbursed and paid by the City to Developer. The total estimated amount of the Improvements is $_____, but the correct and final reimbursement amount to be paid by the City will be the actual costs incurred for such Improvements. Developer shall provide the City with documented proof of the actual costs incurred in order for the City to verify the correct reimbursement amount. Developer shall obtain bids prior to the work being performed and present such bids to City Staff for approval. Sufficient time shall be allowed that if bids appear to be higher than current market pricing, the City may demand that additional negotiation efforts be made to reduce pricing or that additional bids from different contractors and/or subcontractors are obtained prior to proceeding with the work.

Section 5. **Offset Rights**. The Developer agrees that, in addition to any other rights and remedies available under this Agreement, at law, or in equity, the City may set off against any payments otherwise due and owing to the Developer under Section 4 of this Agreement any amount that the City may be entitled pursuant to indemnification under Section 3 of this Agreement or otherwise. Neither the exercise nor the failure to exercise such right of setoff will constitute an election of remedies or limit any of the City's indemnifications under Section 3 of this Agreement.

Section 6. **Miscellaneous Provisions**.

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

(e) Cumulative Remedies. The rights and remedies of the Parties shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(f) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties.

(g) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah. This Agreement shall be interpreted in an absolutely neutral fashion, and ambiguities herein shall not be construed against any party as the "drafter" of this Agreement.

(h) Attorneys' Fees. In the event any action or proceeding is taken or brought by either party concerning this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

(i) *Notice*. All notices provided for herein shall be in writing and shall be given by first class mail, certified or registered, postage prepaid, addressed to the parties at their respective addresses set forth above or at such other address(es) as may be designated by a party from time to time in writing.

Developers
Southern Land Ventures, LLC
Peak Land Ventures, LLC
Attn: Ryan Button
527 E. Pioneer Road #200
Draper, UT 84020

Ivins City
Attn: City Manager
85 N. Main St.
Ivins, Utah 84738

(j) Time of Essence. Time is the essence of this Agreement.

(k) Exhibits and Recitals. The recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the day and year last below written.

IVINS CITY

By_____
City Manager
Dated: _____

ATTEST:

_____
City Recorder

STATE OF UTAH)
)ss:
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____ and _____, as the City Manager and City Recorder, respectively, of IVINS CITY, a Utah municipality.

_____
Notary Public

DEVELOPER(S):

Southern Land Ventures, LLC

By: _____
Name: _____
Title: _____

Peak Land Ventures, LLC

By: _____
Name: _____
Title: _____

STATE OF UTAH)
)ss:
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Ryan Button, as Manager of Southern Land Ventures, LLC, and Ryan Money, as Manager of Park Land Ventures, LLC.

_____
Notary Public

EXHIBIT A

Legal Description of the Property

Washington County, State of Utah:

Subdivision Description

A portion of Parcel No. I-SB-9, being more particularly described as follows:
Beginning at a point being North 89°51'29" East 440.73 feet along the section line and North 681.18 feet from the Southwest Corner of Section 31, Township 41 South, Range 16 West, Salt Lake Base and Meridian; and running

thence North 01°13'14" West 61.35 feet;
thence South 89°17'08" West 75.59 feet;
thence North 01°13'14" West 313.62 feet;
thence South 78°08'42" West 8.02 feet;
thence North 11°52'51" West 43.00 feet;
thence North 11°10'06" West 122.51 feet;
thence North 79°15'57" East 108.29 feet;
thence North 86°54'28" East 107.99 feet;
thence North 89°29'38" East 273.39 feet;
thence South 72°15'48" East 21.95 feet;
thence North 59°38'13" East 38.00 feet;
thence South 30°21'47" East 28.60 feet;
thence North 60°21'27" East 220.02 feet to the Westerly Right-of-Way Line of Kwavasa Drive; thence along said Westerly Right-of-Way Line the following two (2) courses:

(1) South 30°21'47" East 138.83 feet;

(2) Southeasterly 163.29 feet along the arc of a 1,116.00 foot radius curve to the right (center bears South 59°38'13" West and the chord bears South 26°10'16" East 163.15 feet with a central angle of 08°23'01");

thence South 69°21'18" West 115.15 feet;
thence South 15°05'56" East 119.75 feet;
thence South 09°11'22" East 50.61 feet;
thence South 11°15'55" East 51.85 feet;
thence South 01°35'55" East 127.14 feet;
thence South 89°14'56" West 710.36 feet to the point of beginning.

Contains 447,310 Square Feet or 10.269 Acres

EXHIBIT B

Concept Plan of Proposed Subdivision

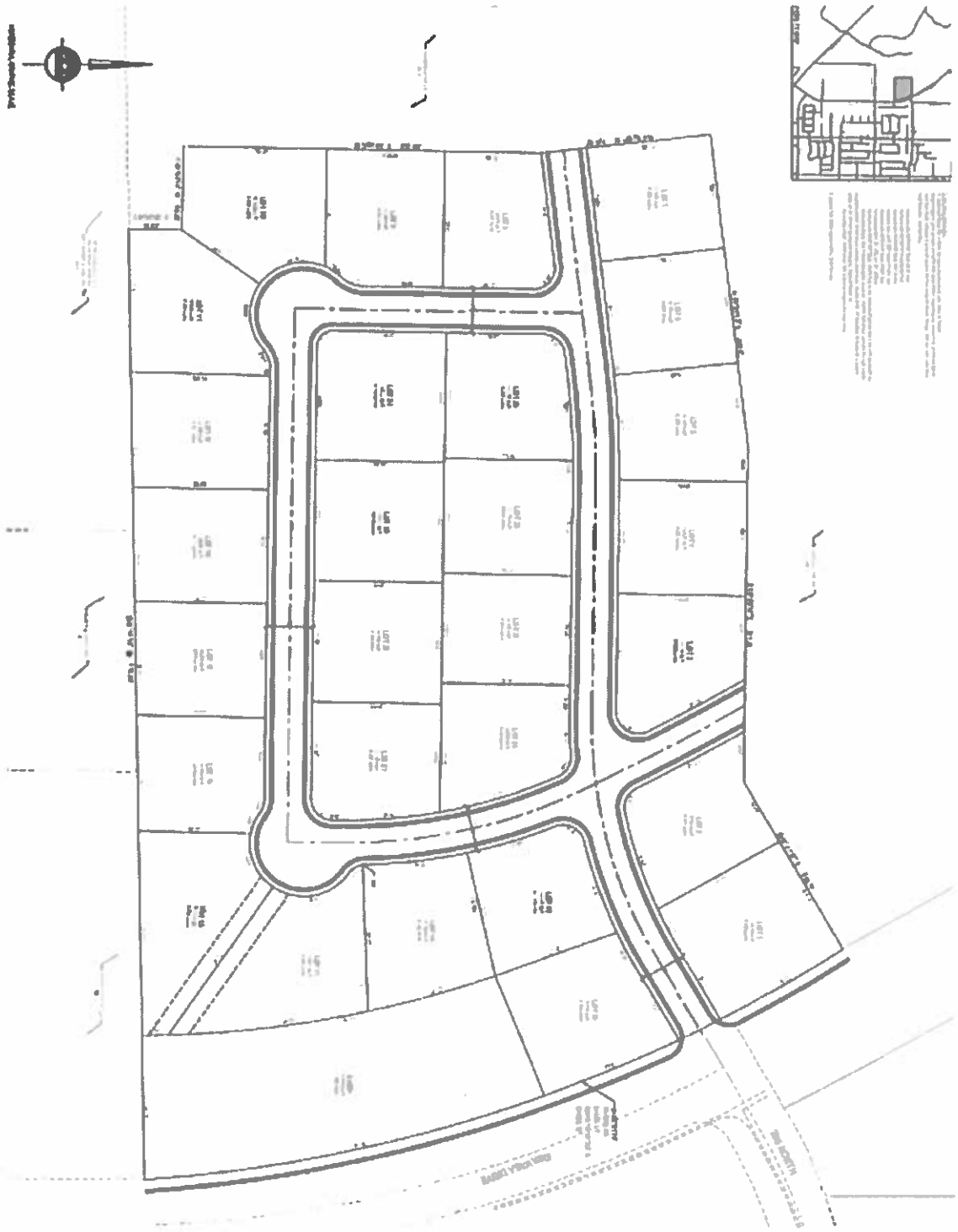


EXHIBIT C

Property Exchange Agreement for Detention Basin at 185 North Kwavasa Drive (600 West)

Property Exchange Agreement for
Detention Basin at 185 North Kwavasa Drive (600 West)

This agreement is made and entered into effective this 17th day of January 2019, by and between RT Marten Utah LLC, limited liability corporation of Utah that is a property owner in Ivins ("RT Marten"), and Ivins City, a Utah Municipality, ("City").

Whereas:

1. RT Marten owns a property identified by Washington County parcel (WC parcel) numbers as I-SB-9.
2. Ivins City is interested in acquiring real property to install a sub-regional detention basin at approximately 185 North Kwavasa Drive.

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. RT Marten Deeding Property: RT Marten will convey by warranty deed "Detention Basin", 0.9792 square feet, as shown in Exhibit A and described in Exhibit B.
2. Title Costs: The title costs will be paid by Ivins City.
3. Price: The City agrees to the purchase price of the "Detention Basin" property for $80,000.
4. Concept Design of Detention Basin: Exhibit C 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.
5. 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.
6. Detention Basin Capacity: The detention basin shall provide all detention needs for the future development of parcels identified as I-SB-9, I-SB-10-B, I-SB-10-A and the portion of I-7-1-36-212 that is adjacent to the first three listed properties (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. When these parcels develop, the drainage study shall consider the capacity of this new basin.
7. 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 into a retention basin if needed to meet future low impact development regulations.
8. Use of Property: RT Marten may continue to drain to the location and detain storm water until the City installs the proposed improvements.
9. Landscaping of Detention Basin: The parties will share in the cost to landscape the basin. Ivins City will be responsible to supply the materials for the landscaping of the basin based on an approved plan provided by RT Marten. The materials purchased by the City shall not to exceed $15,000. RT Marten will provide all labor. The landscaping will include trees, bushes, and grasses along the banks of the basin. The landscaping shall match a natural desert landscape style commonly used in the Kayenta area. The bottom of the basin will be seeded and natural vegetation will be encouraged and not removed unless sediment needs to be removed. Noxious and invasive weeds will be removed.
10. Road Improvements on 600 West: The parties agree to split the cost of the road improvements 50 percent each on 600 West when RT Marten develops property surrounding the subject parcel. The

road improvements include roadbase, asphalt, asphalt seal, concrete curb and gutter or surface drainage ditch (whichever is required), sawcuts, fine grading, overexcavation of area under roadway and any additional landscaping required to finish the roadway. The City agrees to perform all required overexcavtions under the pathway as part of the construction of the basin.

11. Maintenance of Detention Basin: Ivins City will be responsible for the maintenance of the detention basin into perpetuity, eliminating noxious weeds, maintaining landscape, removing sediment, repair and replacement of pipes and structures, and upsizing inlets, pipes and overflows if necessary.
12. 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 the export. If development of the parcels in Article 5 necessitates the construction of the basin, the developer shall install the basin and receive credits for its construction.

This agreement shall run with the land and apply to the successors of both parties.

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

IVINS CITY:

IVINS CITY Corporate Seal WASHINGTON COUNTY

By: _____
Chris Hart, Mayor

Attest:

By: _____
Kari Jimenez, Ivins City Recorder

STATE OF UTAH
County of Washington

On this 17th day of January, 2019, 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.

LAUREL F HILL
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 10/01/2022
Commission # 702605

_____
Notary Public

RT MARTEN UTAH LLC:

By: _____ Mgr
R T Marten, Manager

STATE OF UTAH
County of Washington

On this 23rd day of January, 2019, before me personally appeared R T Marten whose identity is personally known to or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding document, and acknowledged before me that he signed it voluntarily for its stated purpose.

Notary Public
ERIN TORRICELLI
Commission Expires
My Commission Expires
April 7, 2019
State of Utah

_____
Notary Public

EXHIBIT A
AREA MAP

7200 N 6000 W Detention Basin

Vicinity Map

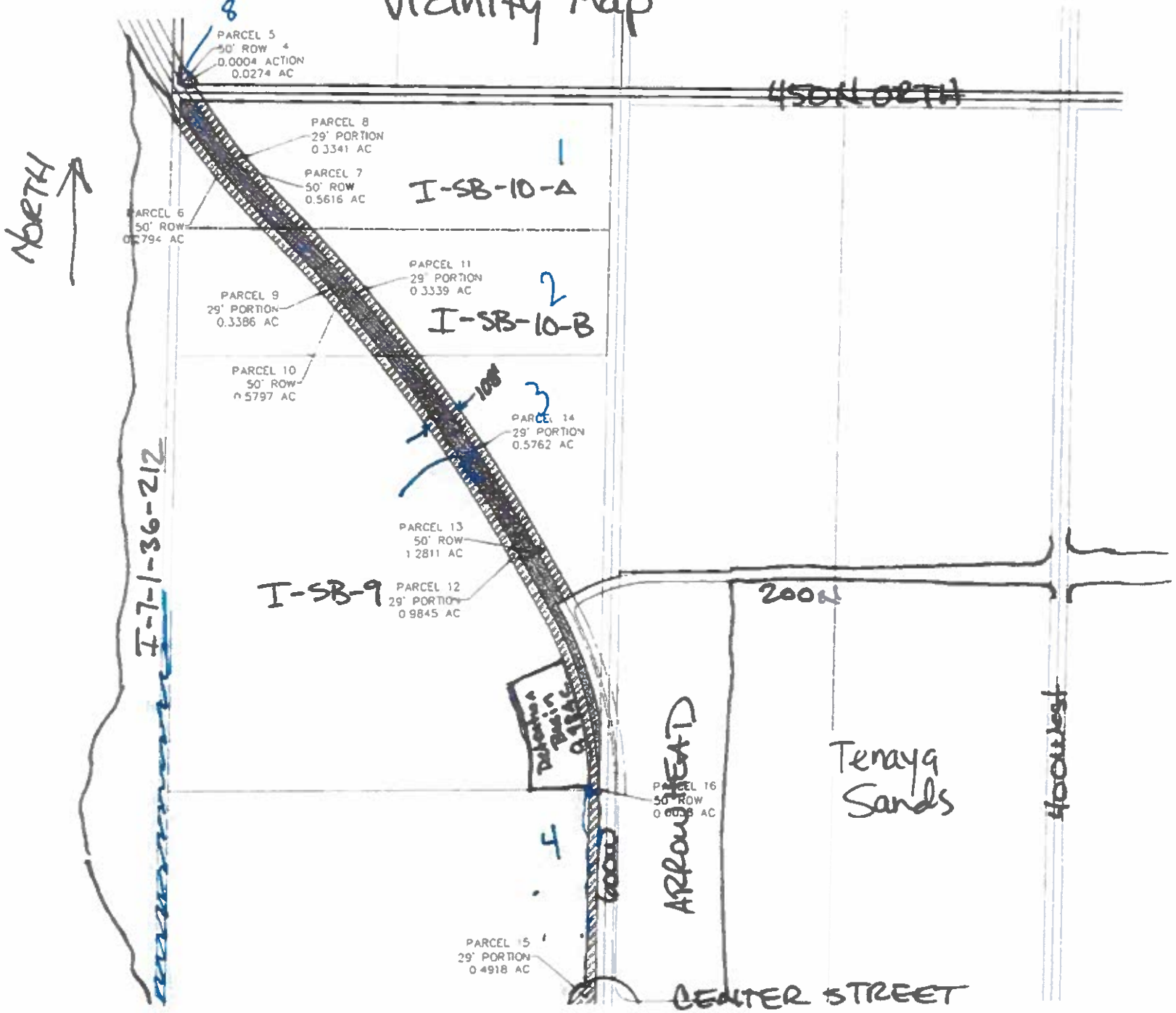


EXHIBIT B
LEGAL DESCRIPTIONS

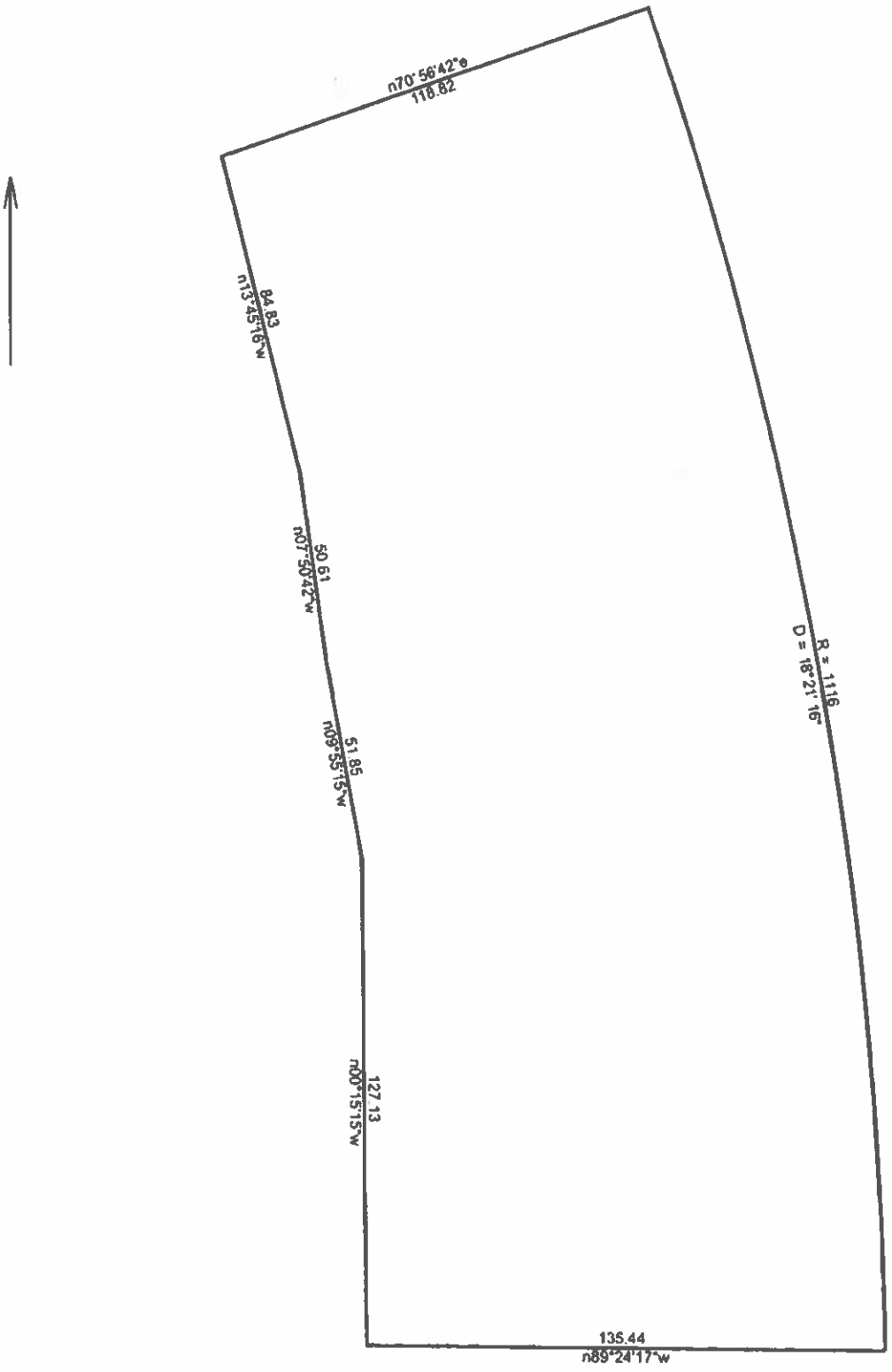
EXHIBIT B

600 WEST DRAINAGE BASIN PARCEL

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST BEING DESCRIBED AS FOLLOWS:

BEGINNING AT POINT BEING SOUTH 89° 24 '17" EAST 1,231.08 FEET ALONG THE SECTION LINE AND SOUTH 00° 00' 00'EAST 2,084.36 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 6 AND RUNNING THENCE NORTH 89°24'17" WEST 135.44 FEET; THENCE NORTH 00°15'15" WEST 127.13 FEET; THENCE NORTH 09°55'15" WEST 51.85 FEET; THENCE NORTH 07°50'42" WEST 50.61 FEET; THENCE NORTH 13°45'16" WEST 84.83 FEET; THENCE NORTH 70°56'42" EAST 118.82 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°21'16", HAVING A RADIUS OF 1116.00 FEET (RADIUS POINT BEARS SOUTH 71°10'06" WEST), AND WHOSE CHORD BEARS SOUTH 09°39'16" EAST 355.98 FEET; THENCE ALONG THE ARC OF SAID CURVE 357.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 42,718 SQUARE FEET OR 0.981 ACRES



1/14/2019

Scale: 1 inch= 41 feet | File:

Tract 1: 0.9807 Acres (42718 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/406099), Perimeter=926 ft.

01 n89.2417w 135.44
02 n00.1515w 127.13
03 n09.5515w 51.85
04 n07.5042w 50.61
05 n13.4516w 84.83
06 n70.5642e 118.82
07 Rt, r=1116.00, delta=018.2116, chord=s09.3916e 355.98

Exhibit C: Concept Design of 175 North Kwavasa Drive Detention Basin



EXHIBIT D

Itemized Estimates of Costs of Improvements

ENGINEERS ESTIMATE OF PROBABLE QUANTITIES

ENSIGN
THE STANDARD IN ENGINEERING

Desert Cove Subdivision - Kwavasa Drive Improvements	10532
200 North 60 West, Ivins, Utah	6/7/22
Southern Land Ventures, LLC	1
J. Johnson	R. Elder

ITEM	DESCRIPTION	UNI	QUANTITY	PRICE	TOTAL	CITY RESPONSIBILITY	DEVELOPER RESPONSIBILITY
SITE WORK							
1	Clear and Grub	710	C.Y.	$3.30	$2,343.00	$ 2,343.00	$ -
2	Earthworks (Place and Compact Cut Material)	265	C.Y.	$6.00	$1,590.00	$ 1,590.00	$ -
3	Earthworks (Export/Haul Off)	8250	C.Y.	$14.00	$115,500.00	$ 115,500.00	$ -
4	8' Wide Asphalt Walking Trail	3165	S.F.	$4.00	$12,660.00	$ 6,330.00	$ 6,330.00
5	4" Asphalt (Kwavasa Drive)	15840	S.F.	$2.10	$33,474.00	$ 16,737.00	$ 16,737.00
6	8" Untreated Base Course (Kwavasa Drive)	15840	S.F.	$1.50	$23,910.00	$ 11,955.00	$ 11,955.00
7	Landscaping			NO ESTIMATE		$ 15,000.00	Remaining Amount
8	30" Standard Curb and Gutter	400	L.F.	$23.00	$9,200.00	$ 4,600.00	$ 4,600.00
9	Striping	1	L.S.	$2,000.00	$2,000.00	$ 1,000.00	$ 1,000.00
				Subtotal	$200,677.00	$175,055.00	$40,622.00
STORM DRAINAGE						CITY RESPONSIBILITY	DEVELOPER RESPONSIBILITY
1	8" SDR-35 PVC-SD Pipe	340	L.F.	$38.00	$12,920.00	$ 12,920.00	$ -
2	8" HDPE N-12 Perforated Pipe w/Sock	200	L.F.	$40.00	$8,000.00	$ -	$ 8,000.00
3	30" Class III RCP SD Pipe	135	L.F.	$115.00	$15,525.00	$ 15,525.00	$ -
4	SD Combo Box	2	E.A.	$6,800.00	$13,600.00	$ 13,600.00	$ -
5	SD 4' Cleanout Box	1	E.A.	$5,200.00	$5,200.00	$ 5,200.00	$ -
6	Connect to Existing Storm Drain	1	E.A.	$2,200.00	$2,200.00	$ 2,200.00	$ -
7*	Pond Outlet Structure	1	E.A.	$40,000.00	$40,000.00	$ 40,000.00	$ -
8	12"x12" Yard Drain	5	E.A.	$1,700.00	$8,500.00	$ -	$ 8,500.00
9*	Pond Inlet Structure	1	E.A.	$7,500.00	$7,500.00	$ 7,500.00	$ -
*Estimate modified by Ivins City 6/9/2022				Subtotal	$99,945.00	$96,945.00	$16,500.00
				Total	$300,622.00	$272,000.00	$57,122.00