Ivins City, Utah

[RESOLUTION DATE], 2024

The City Council (the "Council") of the Ivins City, Utah (the "City"), met in regular session (including by electronic means) on [RESOLUTION DATE], 2024, at its regular meeting place in Ivins City, Utah at 5:30 p.m., with the following members of the Council being present:

Chris Hart	Mayor
Dennis Mehr	Council Member
Jenny Johnson	Council Member
Adel Murphy	Council Member
Lance Anderson	Council Member
Mike Scott	Council Member

Also present:

Kari Jimenez	City Recorder
Dale Coulam	City Manager/City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this [RESOLUTION DATE], 2024, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member _____ and seconded by Council Member _____ adopted by the following vote:

AYE:

NAY:

The resolution was later signed by the Mayor and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION 2023-16R

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF THE CITY OF IVINS CITY, UTAH (THE "CITY"), APPROVING A SECOND AMENDMENT TO THE GOVERNING DOCUMENT OF BLACK DESERT PUBLIC INFRASTRUCTURE DISTRICT (THE "DISTRICT") AND A SECOND AMENDMENT TO INTERLOCAL AGREEMENT RELATED THERETO; AND RELATED MATTERS.

WHEREAS, by a resolution adopted July 15, 2021, the City, as creating entity, previously approved the creation of the District as a public infrastructure district pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the "Act") within the boundaries of the City; and

WHEREAS, the District is governed in accordance with the PID Act and the terms of a governing document approved on July 15, 2021, as subsequently amended on July 8, 2022 (together, the "Governing Document") and an Interlocal Agreement between the City and the District, dated July 15, 2021, as subsequently amended on July 8, 2022 (together, the "Interlocal Agreement"); and

WHEREAS, the City and the District desire to amend the Governing Document and the Interlocal Agreement to remove certain restrictions relating to the funding of improvements for Assessment Bonds (as defined therein) and to delete the limitation on the amount of debt that may be issued by the District, and make additional changes in connection therewith; and

WHEREAS, pursuant to the PID Act, a governing document may be amended by resolutions adopted by the creating entity and the applicable district approving such amendment; and

WHEREAS, it is anticipated that hereafter the District will adopt resolutions approving the amendments contemplated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the amendments contemplated herein, are hereby ratified, approved and confirmed.

2. The amendments to each Governing Document and Interlocal Agreement contained in Exhibit B, are hereby approved by the Council and such amendments shall become effective upon adoption of resolutions by each District approving the same.

3. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

4. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

5. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Ivins City, Utah, this [RESOLUTION DATE], 2024.

CITY OF IVINS CITY, UTAH

By:_____
Mayor

ATTEST:

By:_____
City Recorder

(Here follows other business not pertinent to the above.)

Pursuant to motion duly made and seconded, the meeting of the Board of the City adjourned.

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Kari Jimenez, the undersigned duly qualified and acting City Recorder of the City of Ivins City, Utah ("the City"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the "the Council"), had and taken at a lawful meeting of the Council on [RESOLUTION DATE], 2024, commencing at the hour of 5:30 p.m., as recorded in the regular official book of the proceedings of the Council kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Council were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this [RESOLUTION DATE], 2024.

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Kari Jimenez, the undersigned of the City of Ivins City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Council (the "Council") on [RESOLUTION DATE], 2024, not less than (twenty-four) 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended:

(i) By causing a Notice, in the form attached hereto as Schedule 1, to be posted in a public location within the City that is reasonably likely to be seen by residents of the City at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this [RESOLUTION DATE], 2024.

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

ORDINANCE NO. 2022-15

AN ORDINANCE OF IVINS CITY, UTAH, ADOPTING THE CITY COUNCIL MEETING SCHEDULE FOR THE CALENDAR YEAR OF 2023

WHEREAS the Ivins City Council is to adopt its regular meeting schedule by ordinance pursuant to §10-3-502, Utah Code Ann. (1953), as amended;

NOW, THEREFORE, BE IT ORDAINED by the Ivins City Council that the City Council meeting schedule for the Calendar year of 2023 shall be as follows:

The City Council meets on the first and third Thursdays at 5:30 P.M. at 85 N. Main St., Ivins, Utah.

January	5, 19
February	2, 16
March	2, 23*
April	6, 20
May	4, 18
June	1, 15, 29*
July	20
August	3, 17
September	7, 21
October	5, 19
November	2, 16
December	7, 21

*Changed from March 16th due to conflict with Spring Break

*June 29th meeting date in place of July 6th to be in line with Planning Commission meeting dates and no Planning Commission meeting on the July 4th Holiday

Work Meetings for the Ivins City Council will be scheduled as needed.

Effective Date: This Ordinance shall become effective immediately upon adoption by the City Council.

PASSED AND ADOPTED BY THE IVINS CITY COUNCIL, STATE OF UTAH, ON THIS 3rd DAY OF NOVEMBER, 2022 BY THE FOLLOWING VOTE:

	AYE	NAY	ABSTAIN	ABSENT
Dennis Mehr	X			
Mike Scott	X			
Jenny Johnson	X			
Adel Murphy	X			
Lance Anderson	X			

Chris Hart, Mayor

IVINS CITY Corporate Seal WASHINGTON COUNTY

ATTEST:

Kari Jimenez, City Recorder

EXHIBIT B

FIRST AMENDMENT TO GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into effective January 5, 2023 by and between Ivins City, a municipal corporation and subdivision of the State of Utah ("City"), and ENLAW LLC, a Utah limited liability company and its assigns ("**Developer**" and collectively with City referred to as the "**Parties**" or each individually as a "**Party**") for the land located in what is generally known as Black Desert Resort ("**Project**").

RECITALS

A. Developer and City entered that certain Development Agreement dated December 16, 2021 (the "Development Agreement").

B. The Parties now desire to amend and restate the legal description set forth in Exhibit A of the Development Agreement.

C. Thus, by this Amendment the Parties agree to replace Exhibit A of the Development Agreement with the new legal description set forth in Exhibit 1 hereto.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties agree to amend the Development Agreement as follows:

1. **Replacement of Exhibit A of the Development Agreement.** The Parties hereby agree that Exhibit A of the Development Agreement is hereby amended and restated as set forth in Exhibit 1 hereto, and that Exhibit A of the Development Agreement is hereby replaced with the new Exhibit A set forth in Exhibit 1 hereto. The new Exhibit A includes the land where the additional 33 single family lots in the area known as North Village is located, and which received final plat approval from the City of Ivins on October 18, 2022.

2. **Limit on Amendment**: This Amendment is limited to the terms expressly provided herein and except as set forth in this Amendment the Development Agreement is and shall remain unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereunder have executed this Agreement on the date first written above.

DEVELOPER

ENLAW, LLC, *a Delaware limited liability company*

By: RS18 Entrada Manager LLC,
a Utah limited liability company, its Manager

By: Patrick Manning, Manager of RS18 Entrada Manager LLC

CITY

Chris Hart, Mayor

Attest:

Kari Jimenez, City Recorder

IVINS CITY Corporate Seal WASHINGTON COUNTY

STATE OF UTAH,)
: ss.
County of Washington.)

On the 6 day of July, 2023, personally appeared before me Patrick manning, who being by me duly sworn did say that he is the Manager of Rey PE, and that h executed the foregoing Black Desert Development Agreement in behalf of said company, being authorized and empowered to do so, and that the company executed the same freely and voluntarily for the uses and purposes stated therein.

Notary Public

Stephenie Nast
Notary Public, State of Utah
Commission # 716571
My Commission Expires
February 3 2025

STATE OF UTAH,)
: ss.
County of Washington.)

On the 11th day of January, 2023, personally appeared before me Chris Hart, who being by me duly sworn did say that he is the Mayor of Ivins City, and that he executed the foregoing Black Desert Development Agreement on behalf of said City, being authorized and empowered to do so, and that the City executed the same freely and voluntarily for the uses and purposes stated therein.

Notary Public

KARI JIMENEZ
Notary Public
State of Utah
My Commission Expires September 28, 2024
COMMISSION NO. 714771

EXHIBIT 1
(NEW EXHIBIT A TO DEVELOPMENT AGREEMENT)

EXHIBIT A
LEGAL DESCRIPTION

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 01°17'15" WEST 1329.40 FEET; THENCE NORTH 88°27'56" WEST 197.75 FEET; THENCE SOUTH 28°17'29" EAST 206.34 FEET; THENCE SOUTH 11°24'38" EAST 137.29 FEET; THENCE SOUTH 48°56'39" EAST 44.36 FEET; THENCE SOUTH 87°54T4" EAST 35.96 FEET; THENCE SOUTH 82°30'25" EAST 127.57 FEET; THENCE SOUTH 06o23'42" WEST 84.40 FEET; THENCE NORTH 72°08T0" WEST 60.27 FEET; THENCE SOUTH 27°54'55" WEST 70.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°46'20", HAVING A RADIUS OF 300.00 FEET (RADIUS POINT BEARS SOUTH 19°13'30" WEST), AND WHOSE CHORD BEARS NORTH 85°09'40" WEST 149.07 FEET; THENCE ALONG THE ARC OF SAID CURVE 150.65 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°02'57", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 09°32'50" WEST), AND WHOSE CHORD BEARS NORTH 78°0F21M WEST 18.35 FEET; THENCE ALONG THE ARC OF SAID CURVE 18.78 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 142°21'08", HAVING A RADIUS OF 50.00 FEET (RADIUS POINT BEARS SOUTH 33°30'07" WEST), AND WHOSE CHORD BEARS SOUTH 52°19'33" WEST 94.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 124.23 FEET; THENCE NORTH 78°51'01" WEST 174.68 FEET; THENCE SOUTH 55°30'38" WEST 81.08 FEET; THENCE NORTH 36°04'49" WEST 91.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°28'05", HAVING A RADIUS OF 2045.30 FEET (RADIUS POINT BEARS SOUTH 77°11'59" WEST), AND WHOSE CHORD BEARS NORTH 20°02'03" WEST 515.09 FEET; THENCE ALONG THE ARC OF SAID CURVE 516.46 FEET; THENCE NORTH 88°27'56" WEST 2087.65 FEET; THENCE NORTH 88°56'23" WEST 1329.94 FEET; THENCE NORTH 00°29'06" EAST 2658.70 FEET; THENCE SOUTH 88°47'01" EAST 2678.31 FEET; THENCE NORTH 00°40'48" EAST 368.80 FEET; THENCE SOUTH 43°53'13" EAST 1331.91 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 48°11'23", HAVING A RADIUS OF 100.00 FEET (RADIUS POINT BEARS SOUTH 46°06'47" WEST), AND WHOSE CHORD BEARS SOUTH 19°47'31" EAST 81.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 84.11 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 99°56T3", HAVING A RADIUS OF 110.00 FEET (RADIUS POINT BEARS SOUTH 85°41'50" EAST), AND WHOSE CHORD BEARS SOUTH 45°39'56" EAST 168.45 FEET; THENCE ALONG THE ARC OF SAID CURVE 191.86 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°10'19", HAVING A RADIUS OF 100.00 FEET (RADIUS POINT BEARS SOUTH 03°55'23" EAST), AND WHOSE CHORD BEARS SOUTH 72°20T4" EAST 73.58 FEET; THENCE ALONG THE ARC OF SAID CURVE 75.35 FEET; THENCE SOUTH 50°30T8"

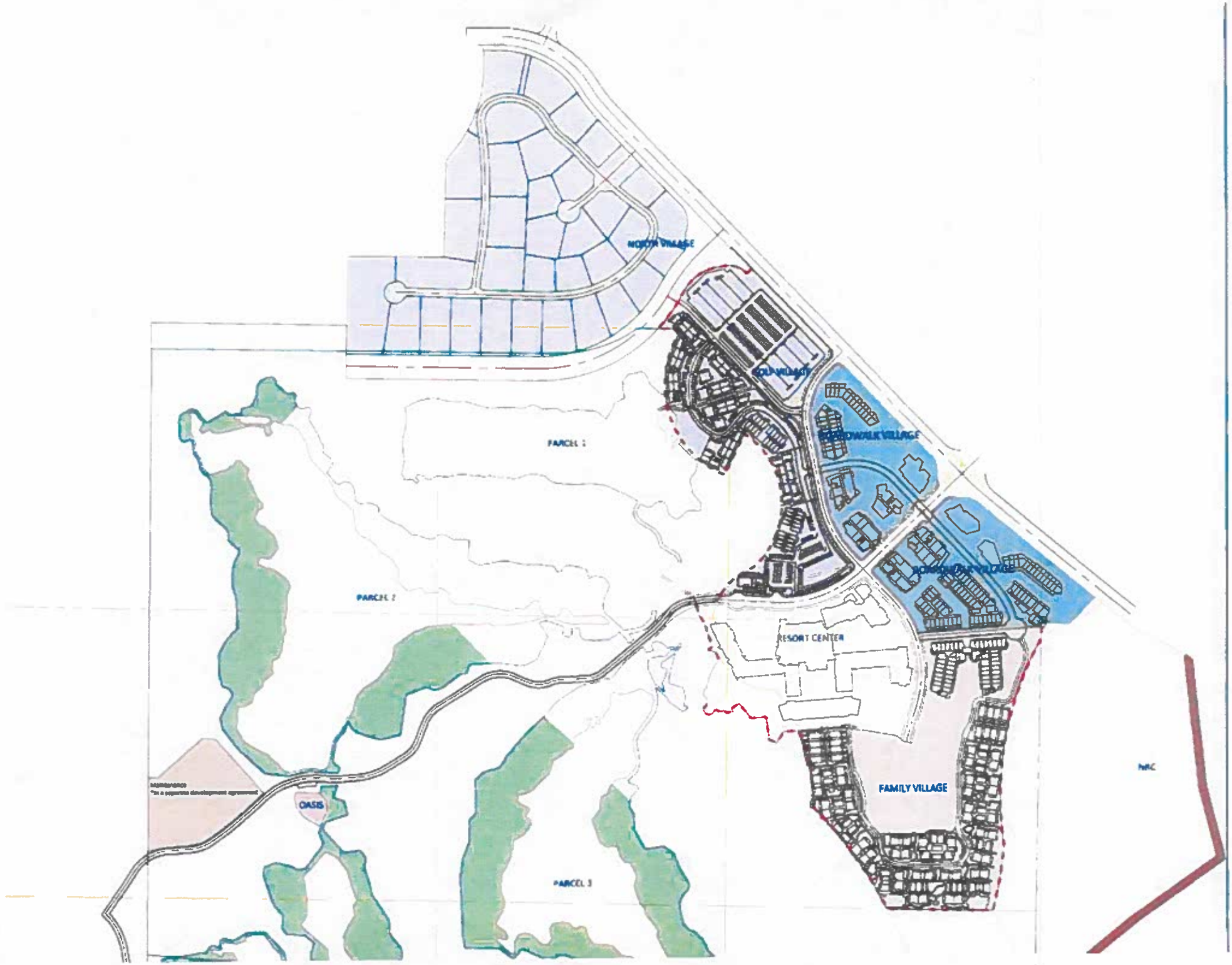
EAST 695.11 FEET; THENCE SOUTH 43°12'29" WEST 169.49 FEET; THENCE NORTH 89°06'55" WEST 133.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 246.838 ACRES, MORE OR LESS

and

COMMENCING AT THE NORTH ¼ CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 88°42'41" EAST 174.23 FEET ALONG THE SECTION LINE; THENCE SOUTH 41.26 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY, AND RUNNING THENCE ALONG THE SAID RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: SOUTH 88°43'16" EAST 109.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 460.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 01°17'04" WEST; THENCE SOUTHEASTERLY 452.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°18'04" AND A CHORD BEARING OF SOUTH 60°33'54" EAST 434.05 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 790.00 FEET; THENCE SOUTHEASTERLY 158.16 FEET THROUGH A CENTRAL ANGLE OF 11°28'16"; THENCE SOUTH 43°53'08" EAST 537.52 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 46°06'52" WEST 24.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 117.50 FEET OF WHICH THE RADIUS POINT LIES SOUTH 46°07'20" WEST; THENCE SOUTHERLY 125.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°04'20" AND A CHORD BEARING OF SOUTH 13°20'30" EAST 119.40 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 138.50 FEET; THENCE SOUTHERLY 52.05 FEET THROUGH A CENTRAL ANGLE OF 21°31'58" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHERLY 44.89 FEET THROUGH A CENTRAL ANGLE OF 21°26'04" TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 735.00 FEET OF WHICH THE RADIUS POINT LIES SOUTH 46°08'35" EAST; THENCE SOUTHWESTERLY 193.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°05'35" AND A CHORD BEARING OF SOUTH 36°18'38" WEST 193.06 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 624.50 FEET; THENCE SOUTHWESTERLY 680.68 FEET THROUGH A CENTRAL ANGLE OF 62°26'59"; THEN NORTH 88°47'11" WEST 851.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 624.50 FEET; THENCE WESTERLY 40.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°40'42"; THENCE NORTH 00°45'51" EAST 450.19 FEET TO AND ALONG THE EAST LINE OF PADRE CANYON ESTATES UNIT 1 PHASE 1 TO THE NORTHEAST CORNER OF LOT 30 AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT #222852 ; THENCE SOUTH 89°24'39" EAST 224.81 FEET; THENCE SOUTH 89°13'56" EAST 220.65 FEET; THENCE NORTH 01°25'00" EAST 442.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 495.45 FEET OF WHICH THE RADIUS POINT LIES SOUTH 57°10'18" EAST; THENCE NORTHEASTERLY 67.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°51'00" AND A CHORD BEARING OF NORTH 36°45'12" EAST 67.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 558.71 FEET OF WHICH THE RADIUS POINT LIES NORTH 49°19'17" WEST; THENCE NORTHERLY 384.15 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 39°23'41" AND A CHORD BEARING OF NORTH 20°58'53" EAST 376.63 FEET; THENCE NORTH 01°17'04" EAST 92.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY 47.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°58'32" TO THE POINT OF BEGINNING.

CONTAINS 31.64 ACRES, MORE OR LESS


NORTH VILLAGE
PARCEL 1
PARCEL 2
RESORT CENTER
FAMILY VILLAGE
OASIS
PARCEL 3
NRC