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Gary Christensen Washington County Recorder
12/02/2022 04:22:32 PM Fee $ 0.00
By IVINS CITY

WHEN RECORDED, MAIL TO:

KARI JIMENEZ
IVINS CITY
85 NORTH MAIN
IVINS, UT 84738

APN: I-SB-112

DEVELOPMENT AGREEMENT
FOR THE DESERT COVE SUBDIVISION PROJECT
IVINS CITY, WASHINGTON COUNTY, UTAH

This Development Agreement ("Agreement") is entered into as of this 16th day of June, 2022, by and between **Southern Land Ventures, LLC and Peak Land Ventures, LLC** ("Owner / Developer"), the developer and owner of certain real property located in Ivins City, Washington County, Utah, on which they propose to develop a project known as the Desert Cove Subdivision (the "Project"), and **IVINS CITY**, a municipality and political subdivision of the State of Utah, by and through its City Council ("City").

RECITALS

A. Developer is the owner of approximately 10.27 acres of real property located at approximately 200 North Kwavasa Drive, 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 Desert Cove Subdivision consisting of 28 single family residential lots, as more fully reflected on Exhibit "B" attached hereto and incorporated herein.

B. The Project shall be developed as a single phase with construction to begin after receipt of Final Plat approval.

C. Developer acknowledges the potential shortage of culinary and/or secondary water in the City and understands that building permits will be issued only upon water availability.

D. Developer acknowledges that it must comply with all applicable City development standards and ordinances, including applicable zoning and subdivision ordinances as well as the specific standards and specifications set forth herein.

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

F. 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.

AGREEMENT

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: (i) requiring development of the Property in a manner consistent with the applicable rules, regulations and policies of the City; (ii) 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 (iii) 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 Plans; Development Pursuant to this Agreement.

(a) Project Plans. The Project Preliminary Plan previously approved and the Final Plat 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:

- All exterior colors shall be limited to subdued earth tones;
- 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;
- All reflective exterior surfaces or materials shall be treated to reduce reflective glare;
- All exterior lighting shall be shielded and low level;
- All fencing within or around the Project shall be constructed of colored masonry, rock, stucco, and/or exposed colored concrete throughout the Project; and
- All roofing material shall be in compliance with City Code.
- Exterior Materials. All Dwellings must conform in design, including but not limited to Exterior Materials, with the standards provided by the Declarant. Such materials shall include earth-tone colors only; notwithstanding, stark white and stark pink exterior surfaces are prohibited. Exterior plaster or stucco colors shall be limited to the following Pacific Coast Supply colors: Ethiopia PPU-06X3; SW 7026 Griffin; Pacific 93+60%; Pacific 93-25%; Ventana Brown 25%; and

RB

Kayenta ACC colors, including: Kayenta A, B, C, E, and F. Other materials used as accent finished such as stone, tile, brick, wood, and other paneling shall have a similar, or darker, reflectivity value as the exterior plaster color selections.

- Roofs. All roofs shall be constructed with a roof pitch of no steeper than a 4/12 pitch and shall be constructed of the roof tile Charcoal Brown Blend BN C/T IFBCF 1132 Shake style and color.
- Height. No building shall exceed twenty (20) feet in height as measured from the center of each Lot from the top of the back of the curb to the peak of the roof.
- Porches and Covered Entries. Front porches and/or covered entries shall face a public street. Front porches/covered entries shall measure a minimum of sixty (60) square feet. Garage Doors. All residential units in the Subdivision shall have garage doors that are fourteen (14) feet in height or less. No garage doors higher than fourteen (14) feet are allowed. However, for the two lots that border Kwavasa Drive (lots #1 and #20 as shown on the attached Concept Plan) shall have garage doors of eleven (11) feet in height or less.
- Lighting. All exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on any neighboring Lot(s). Reasonable holiday lighting and decorations may only be displayed during the period starting November 1 of each year to January 15 of the next year. Desert Cove and all Lots shall comply with Ivins City's dark sky ordinance and other applicable lighting ordinances.
- Fencing. To create a consistent and harmonious area all fencing material shall be concrete block walls and shall be Geneva Brown in color. Wood fencing or fencing of any other material is expressly prohibited, unless the TRC gives its prior written consent otherwise. Fencing in the front yard shall not be permitted. The TRC may at its discretion adopt more specific guidelines consistent with this provision, including a process for approval to achieve harmonious and consistent fencing.

(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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(13) 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.

(14) Detention Pond Construction and Landscaping. City hereby acknowledges the existence of an agreement between the City and R.T. Marten for the construction and landscaping of the regional detention basin located adjacent to the Project. Owner also has an agreement with R.T. Marten for R.T. Marten to install the landscaping along the 2 lots that have frontage along Kwavasa Drive. This is important for the overall look and feel of the street landscaping along Kwavasa Drive for the City, Owner and R.T. Marten. With these two agreements in place, the City also agrees to take over ownership and maintenance of the landscaping immediately once it has accepted the installation by R.T. Marten. City shall exercise its best efforts to ensure R. T. Marten landscapes the pond and lot frontage as soon as possible following the recording of the subdivision plat. Developer will agree to construct the pond and street improvements in front of the pond so long as an acceptable reimbursement agreement can be agreed to between the Developer and City.

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

IVINS CITY:

By: _____
Chris Hart, Mayor

IVINS CITY Corporate Seal WASHINGTON COUNTY

Attest: _____
Kari Jimenez, Ivins City Recorder

DEVELOPER/OWNER:
SOUTHERN LAND VENTURES, LLC & PEAK LAND VENTURES, LLC

_____
Southern Land Ventures, LLC , MANAGER

_____
Peak Land Ventures, LLC / MANAGER

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this 14th day of June, 2022, 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.

SHARON ALLEN
Notary Public
State Of Utah
My Commission Expires 01-15-2023
COMMISSION NO. 704082

Notary Public

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On the 29TH day of NOVEMBER, 2022, personally appeared before me RYAN BUTTON, 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 he is Member/Manager of Southern Land Ventures, LLC, the Owner/Developer of the Desert Cove 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.

JUSTINA MORENO
Notary Public, State of Utah
Commission # 705113
My Commission Expires On
March 11, 2023

Notary Public

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On the 29TH day of NOVEMBER, 2022, personally appeared before me RYAN MONEY, 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 he is Member/Manager of Peak Land Ventures, LLC, the Owner/Developer of the Desert Cove 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.

JUSTINA MORENO
Notary Public, State of Utah
Commission # 705113
My Commission Expires On
March 11, 2023

Notary Public

EXHIBIT "A"

Legal Description for the Property

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"

Final Plat for the Property

