WHEN RECORDED, MAIL TO:
KARI D. JIMENEZ
IVINS CITY
85 NORTH MAIN
IVINS, UT 84738

APN: I-PL; I-7-1-25-34031; I-7-1-25-3404;
I-7-1-25-3401; I-7-1-25-3405; I-7-1-25-21011;
I-7-1-25-4301; I-7-1-25-430;
I-7-1-25-4222; I-7-1-25-4221.

DEVELOPMENT AGREEMENT FOR THE KWAVASA 2B SUBDIVISION
IVINS CITY, WASHINGTON COUNTY, UTAH

This Development Agreement ("Agreement") is entered into as of this _____ day of _____, 2024, by and between the State of **UTAH** acting by and through the **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION** ("SITLA"), **R. T. MARTEN**, **RT MARTEN UTAH LLC**, and **KAYENTA HOMESITES INC.**, (collectively, the "Owners") collectively the owners of certain real property located in Ivins City, Washington County, Utah, **KAYENTA DEVELOPMENT, INC**., the developer ("Developer") of such property, on which they propose to develop a project known as the KWAVASA 2B 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. SITLA is the owner of approximately 1.163 acres in size located at approximately 1350 West Keleva Trail, 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 the Developer proposes the development of the Project consisting of a total of 1 residential lot, as more fully reflected on the preliminary plan (the "Preliminary Plan") attached hereto as Exhibit "B" attached hereto and incorporated herein. The Preliminary Plan was approved by the Ivins City Planning Commission on September 17, 2024, conditioned upon the Ivins City Council approving a development agreement covering the Property.

B. Developer is the authorized developer of the Property pursuant to Development Lease Agreement No. 1160 with SITLA dated January 28, 2019, (the "Development Lease") in which it is Developer's right and obligation to obtain all development approvals from the City which are required for the development and sale of the Property and the larger parcel of which the Property is a part.

C. In addition to developing the Project, Developer desires to develop an additional approximately 20.164 acres that are adjacent to the Project as shown on the site plan attached hereto as Exhibit "C", the legal description of which is set forth on Exhibit "D" attached hereto and incorporated herein by this reference (the "Future Development Parcel").

D. The Project shall be developed in a single phase, with construction to begin after receipt of all necessary approvals.

E. Developer acknowledges that potential shortage of culinary and/or secondary water in the City and understands that building permits will be issued only upon water availability as determined by the Washington County Water Conservancy District.

F. 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.

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

H. 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: (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 Phasing. The development will consist of 1 Phase as shown in Exhibit "C" with the following deferral:

    a. The future portion Kwavasa Drive (not included as part of Exhibit "B") along the west boundary (the "Kwavasa Drive Segment") must be developed with what is currently being called the Kwavasa Phase 2-B Amended Subdivision, an unapproved preliminary plat of which is attached hereto as Exhibit "D" (the "Next Subdivision"). The City shall have no obligation to approve any applications regarding the Next Subdivision unless and until the application includes a plan to develop the Kwavasa Drive Segment. Further, the City shall have no obligation to approve any future building permits within the Next Subdivision unless and until the Kwavasa Drive Segment is constructed and accepted by the City. Nothing herein is intended to waive any other requirements necessary for Developer to obtain approvals for the Next Subdivision, including but not limited to approval of the preliminary plan, or a building permit on any lots in the Next Subdivision.

3) Project Plans; Development Pursuant to this Agreement.

   a. Project Plans. The Project Plan to be approved for the Project, the Project Preliminary Plan as reflected in Exhibit C 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:
      i. Exterior materials shall only be stucco, stone, brick, exposed concrete or concrete block;
      ii. All exterior colors shall be limited to earth tones, similar to those colors found in existing Kwavasa homes;
      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 reflective exterior surfaces or materials shall be treated to reduce reflective glare;
      v. All exterior lighting shall be shielded and low level;
      vi. All fencing within or around the Project shall be constructed of colored masonry, rock, stucco, and/or exposed colored concrete throughout the Project; and
      vii. All roofing shall be such material as those similar to roofs currently found in Kwavasa Subdivisions; and
      viii. Fire hydrant shall be installed in compliance with the Fire Code adopted by Ivins City.

   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 and the Future Development Parcel 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 and/or the Future Development Parcel. 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 between the City and Developer related to the Project 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.

e. Development Lease. Nothing in this Agreement alters, amends, or otherwise modifies any term, condition, provision, or the duties and obligations of Developer to SITLA under the Development Lease.

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

IVINS CITY:

_____

Chris Hart, Mayor

Attest:

_____

Kari D. Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of_____, 2024, 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

DEVELOPER:

KAYENTA DELVELOPMENT, INC.

_____
Matthew Marten - President

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the ___ day of_____, 2024, personally appeared before me Matthew Marten, 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 Kayenta Development Inc, is the Developer of the KWAVASA PHASE 2B 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

PROPERTY OWNER ACKNOWLEDGMENT:

STATE OF UTAH, acting by and through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

_____
By:
Its:

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

On the _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____, and that he/she executed the foregoing 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

PROPERTY OWNER ACKNOWLEDGMENT:

R.T. MARTEN

_____
By: R.T. Marten

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

On the _____ day of _____, 2024, personally appeared before me R. T. Marten who being by me duly sworn did say that he/she executed the foregoing Development Agreement freely and voluntarily for the uses and purposes stated therein.

_____
Notary Public

PROPERTY OWNER ACKNOWLEDGMENT:

RT MARTEN UTAH LLC

_____
By:
Its:

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

On the _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____, and that he/she executed the foregoing 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

PROPERTY OWNER ACKNOWLEDGMENT:

KAYENTA HOMESITES INC.

_____
By:
Its:

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

On the _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of _____, and that he/she executed the foregoing 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

EXHIBIT “A” - LEGAL DESCRIPTION OF PROPERTY

BEGINNING AT A POINT SOUTH 88°36'01" EAST 1,372.64 FEET AND SOUTH 801.38 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 41 SOUTH, RANGE 17 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING NORTH 78°17'30" EAST 239.69 FEET; THENCE SOUTH 04°05'19" WEST 98.06 FEET; THENCE SOUTH 45°11'13" EAST 167.42 FEET; THENCE SOUTH 86°55'35" WEST 86.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°48'12", HAVING A RADIUS OF 552.08 FEET (RADIUS POINT BEARS SOUTH 03°04'52" EAST), AND WHOSE CHORD BEARS SOUTH 78°01'02" WEST 170.86 FEET; THENCE ALONG THE ARC OF SAID CURVE 171.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°21'35", HAVING A RADIUS OF 19.64 FEET (RADIUS POINT BEARS NORTH 20°02'56" WEST), AND WHOSE CHORD BEARS NORTH 65°22'08" WEST 27.63 FEET; THENCE ALONG THE ARC OF SAID CURVE 30.64 FEET; THENCE NORTH 21°30'23" WEST 18.69 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 05°28'55", HAVING A RADIUS OF 1970.00 FEET (RADIUS POINT BEARS NORTH 68°29'37" EAST), AND WHOSE CHORD BEARS NORTH 18°45'56" WEST 188.41 FEET; THENCE ALONG THE ARC OF SAID CURVE 188.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.162 ACRES, MORE OR LESS

EXHIBIT "B" – PRELIMINARY PLAN

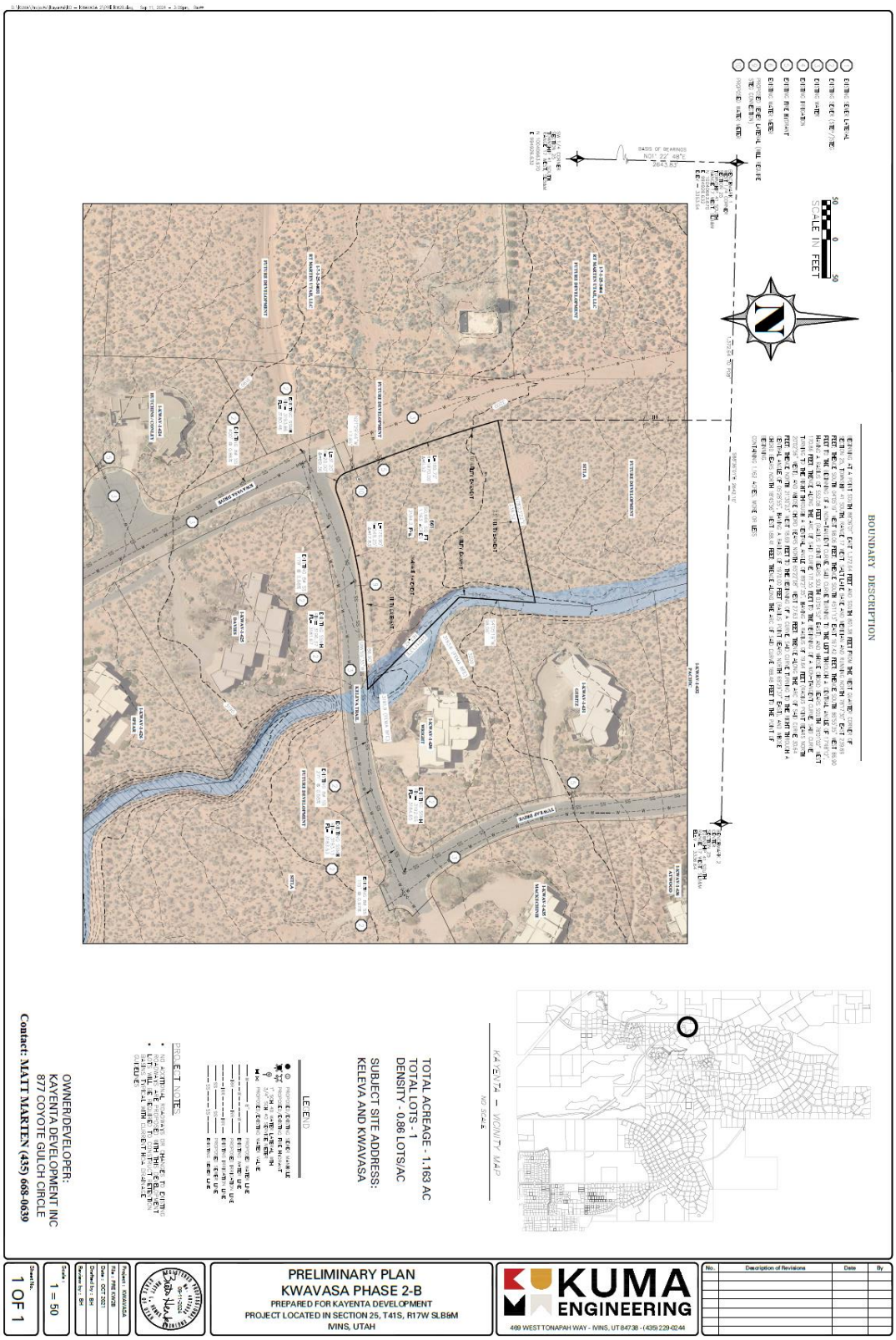


EXHIBIT “C” – NEXT SUBDIVISION
Kwavasa Phase 2-B Amended Subdivision Proposed Preliminary Plan

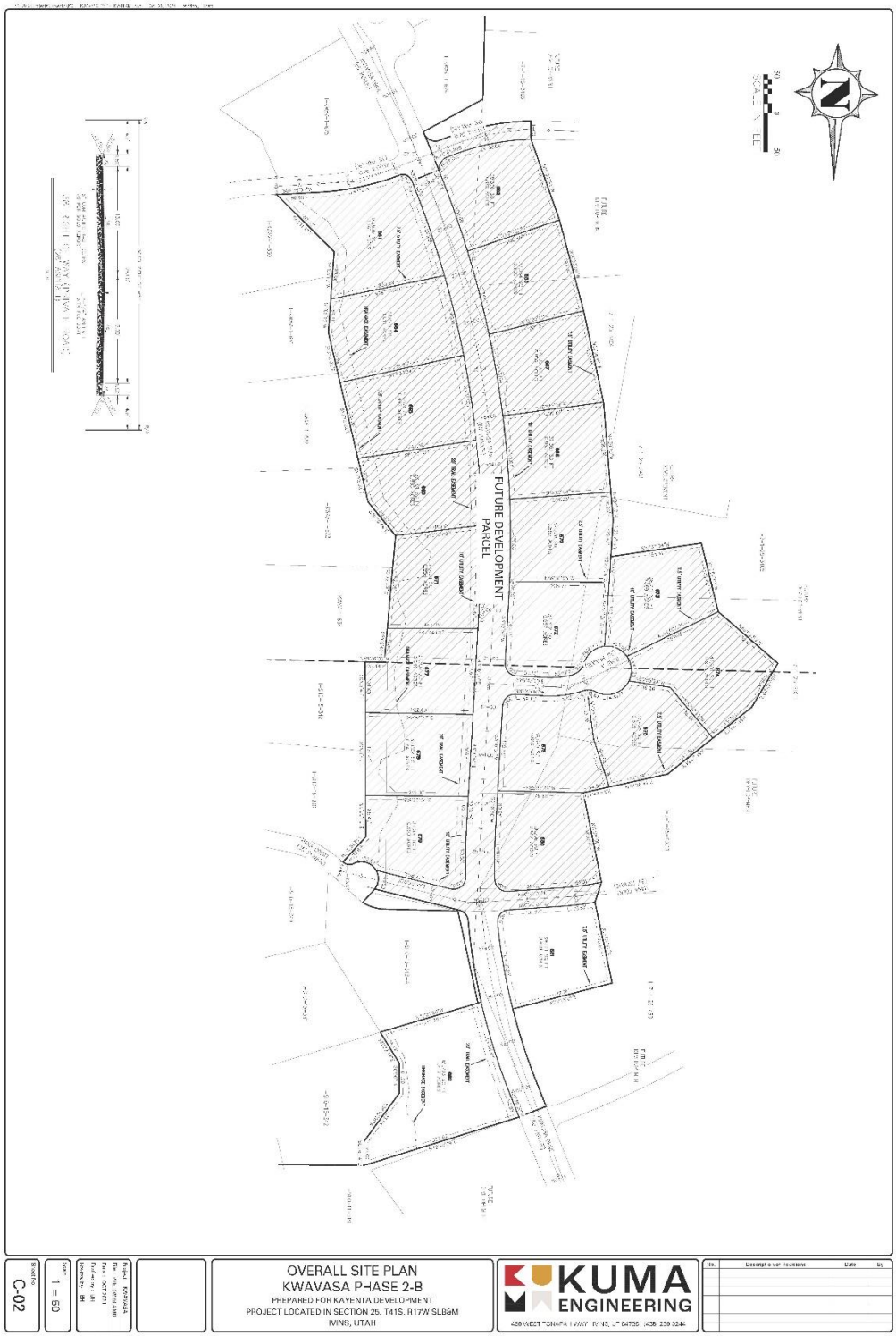


EXHIBIT “D” - LEGAL DESCRIPTION OF FUTURE DEVELOPMENT PARCEL
(FUTURE DEVELOPMENT PARCEL - KWAVASA 2B AMENDED)

BEGINNING AT A POINT SOUTH 88°36'01" EAST 695.06 FEET AND FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 41 SOUTH, RANGE 17 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 30°42'03" EAST 84.87 FEET; THENCE NORTH 51°27'51" EAST 221.69 FEET; THENCE NORTH 77°31'59" EAST 178.13 FEET; THENCE NORTH 11°29'00" WEST 188.69 FEET; THENCE NORTH 18°13'31" EAST 43.38 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°06'14", HAVING A RADIUS OF 719.00 FEET (RADIUS POINT BEARS SOUTH 09°46'11" EAST), AND WHOSE CHORD BEARS NORTH 83°16'56" EAST 76.56 FEET; THENCE ALONG THE ARC OF SAID CURVE 76.60 FEET; THENCE NORTH 86°20'02" EAST 151.71 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17°40'28", HAVING A RADIUS OF 219.00 FEET (RADIUS POINT BEARS SOUTH 03°39'58" EAST), AND WHOSE CHORD BEARS SOUTH 84°49'44" EAST 67.29 FEET; THENCE ALONG THE ARC OF SAID CURVE 67.56 FEET; THENCE SOUTH 75°59'30" EAST 165.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 153°39'01", HAVING A RADIUS OF 35.00 FEET (RADIUS POINT BEARS SOUTH 52°41'47" EAST), AND WHOSE CHORD BEARS SOUTH 39°31'17" EAST 68.16 FEET; THENCE ALONG THE ARC OF SAID CURVE 93.86 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 68°40'08", HAVING A RADIUS OF 20.00 FEET (RADIUS POINT BEARS SOUTH 26°20'47" EAST), AND WHOSE CHORD BEARS SOUTH 82°00'43" EAST 22.56 FEET; THENCE ALONG THE ARC OF SAID CURVE 23.97 FEET; THENCE SOUTH 42°19'21" WEST 69.80 FEET; THENCE SOUTH 00°05'45" EAST 361.59 FEET; THENCE NORTH 88°36'09" WEST 39.14 FEET; THENCE SOUTH 05°02'49" WEST 262.67 FEET; THENCE SOUTH 39°16'44" EAST 89.33 FEET; THENCE SOUTH 13°12'02" EAST 359.48 FEET; THENCE SOUTH 04°05'19" WEST 167.17 FEET; THENCE SOUTH 45°11'13" EAST 167.42 FEET; THENCE SOUTH 86°55'35" WEST 86.90 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 17°48'12", HAVING A RADIUS OF 550.00 FEET (RADIUS POINT BEARS SOUTH 03°04'25" EAST), AND WHOSE CHORD BEARS SOUTH 78°01'29" WEST 170.21 FEET; THENCE ALONG THE ARC OF SAID CURVE 170.90 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°22'53", HAVING A RADIUS OF 20.00 FEET (RADIUS POINT BEARS NORTH 20°52'37" WEST), AND WHOSE CHORD BEARS NORTH 66°11'11" WEST 28.13 FEET; THENCE ALONG THE ARC OF SAID CURVE 31.20 FEET; THENCE SOUTH 68°29'37" WEST 60.00 FEET; THENCE SOUTH 21°30'23" EAST 30.73 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°24'53", HAVING A RADIUS OF 2030.00 FEET (RADIUS

POINT BEARS NORTH 68°29'37" EAST), AND WHOSE CHORD BEARS SOUTH 22°12'50" EAST 50.13 FEET; THENCE ALONG THE ARC OF SAID CURVE 50.13 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 88°35'09", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS SOUTH 67°04'44" WEST), AND WHOSE CHORD BEARS NORTH 67°12'51" WEST 34.92 FEET; THENCE ALONG THE ARC OF SAID CURVE 38.65 FEET; THENCE SOUTH 68°29'34" WEST 11.08 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°04'36", HAVING A RADIUS OF 519.00 FEET (RADIUS POINT BEARS NORTH 21°30'26" WEST), AND WHOSE CHORD BEARS SOUTH 78°31'52" WEST 180.93 FEET; THENCE ALONG THE ARC OF SAID CURVE 181.86 FEET; THENCE NORTH 01°25'50" WEST 38.00 FEET; THENCE NORTH 19°22'45" WEST 176.53 FEET; THENCE NORTH 14°53'59" WEST 193.95 FEET; THENCE NORTH 12°18'10" WEST 193.10 FEET; THENCE NORTH 04°39'10" WEST 243.17 FEET; THENCE NORTH 03°27'14" EAST 76.63 FEET; THENCE SOUTH 81°33'04" WEST 188.41 FEET; THENCE NORTH 13°54'03" WEST 145.65 FEET; THENCE NORTH 49°05'50" WEST 162.61 FEET; THENCE NORTH 30°42'03" EAST 20.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.164 ACRES, MORE OR LESS