WHEN RECORDED, MAIL TO:

KARI D. JIMENEZ
IVINS CITY
85 NORTH MAIN
IVINS, UT 84738

APN: I-6-2-7-142; I-6-2-7-146

DEVELOPMENT AGREEMENT FOR THE BLAKE SUBDIVISION
IVINS CITY, WASHINGTON COUNTY, UTAH

This Development Agreement ("Agreement") is entered into as of this _____ day of _____, 20__, by and between The Daniel F. Pendleton Family Limited Partnership ("Owner"), owner of certain real property located in Ivins City, Washington County, Utah, Benjamin Joseph Blake and Heidi Sue Blake, ("Developer") the developer of a portion of such property to which they have already taken title and on which they propose to develop a project known as the BLAKE 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. The Project consists of approximately 1.53 acres located at approximately 980 South Pendleton Parkway, 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 "Developing Property"), on which it 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 Project and the land from which the Project is being subdivided.

B. The Project is a part of a larger parcel that consists of an additional approximately 21.71 acres, the legal description of which is set forth on Exhibit "C" attached hereto and incorporated herein by this reference (the "Remainder Property", together with the Developing Property known herein as the "Property").

C. Developer is the authorized developer of the Project, in which it is Developer's right and obligation to obtain all development approvals from the City which are required for the development of the Project. Developer has already taken title to the Project.

D. The Project shall be developed in 1 phase, with construction to begin after receipt of all necessary approvals. Portions of the Remainder Property may or may not be developed in the future.

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.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, Owner, 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 "D."

    a. Development of the Project. Developer shall construct the following improvements with the Project, consisting of phase 1.

        Phase 1:

        - Paving Fitness Way shown in Blake Subdivision Preliminary Plan approved by the planning commission, September 17, 2024. As well as adding aprons for two driveways and curb and gutter.
        - Extending waterline from the fire hydrant at Lot I-6-2-7-144 to lot I-6-2-7-146. Also, adding a fire hydrant.
        - Stubbing the waterline from the cul-de-sac to the southern edge of the Project. Reimbursable by Ivins City for this extra cost.
        - Provide irrevocable 25 foot-wide municipal culinary water utility easement for the city.

    b. Development of Future Phases. The following improvements must be constructed with any future development of the Property.

- As required by the city, install curb, gutter, and asphalt along the rest of the access road through the Property. For informational purposes, the City currently views the access road as a private driveway. However, with any additional development on the Property, including any further residential subdivisions, the City will designate the access road as a private street that will need to comply with all laws and land-use and other regulations of the City.
- As required by the city, install curb, gutter, and asphalt along the rest of Fitness Way that abuts the Property.
- As required by the city, install sidewalk along the south side of Fitness Way.
- If required by the city, install block wall along the south side of Fitness Way sidewalk.
- All future development of the Property shall fully comply with all laws and land-use and other regulations of the City, including but not limited to all design and construction standards.

c. Future Approvals Required. Nothing herein is intended as an approval of any future phases or intended to waive any other requirements necessary for Developer or Owner to obtain approvals for future phases, including but not limited to approval of any preliminary plan, final plat, or building permit. Notwithstanding any other language contained herein, in addition to all other information required by law, the final plat for the Developing Property shall show all utility easements on the Property, if any, through which utility services are provided to the Developing Property, including but not limited to electricity, gas, communications, etc.

d. Development Guidelines. All construction shall follow the following guidelines:

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 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 Subdivisions; and
viii. Fire access, turnaround, and fire hydrant shall be installed in compliance with the Fire Code adopted by Ivins City.

e. Development. Upon execution of this Agreement by the City, the Developer is authorized to develop the Project as set forth in this Agreement and in accordance with the types, densities and intents of the land uses set forth in the approved 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) Default. If Developer is in default of any term of this Agreement, the City shall have no obligation to approve any other application made by Developer or any other party regarding the Property or any other property owned by, or being developed by, Developer or Owner in Ivins City. Further, the City may order Developer to stop all development activities until such default is cured.

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 as described on Exhibit "A" and Exhibit "C" and shall be deemed to run with the land and shall be binding on all successors and assigns of Owner and/or 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) Miscellaneous.

    a. 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.

    b. 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.

    c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. Amendments. The Developer and the City agree to cooperate and pursue any 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.

i. 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.

j. 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.

k. 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.

l. 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 effective as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IVINS CITY:

_____
Chris Hart, Mayor

Attest:

_____
Kari D. Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of_____, 20___, 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(S):

OWNER:

_____
Name: Gus C. Pendleton
Its: Trustee

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, 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

OWNER(S):

OWNER:

_____
Name: Gary W. Pendleton
Its: Trustee

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, 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

OWNER(S):

OWNER:

_____
Name: Lark T Woodland
Its: Trustee

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, 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

OWNER(S):

OWNER:

_____
Name: Melanie Neighbor
Its: Trustee

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, 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

OWNER(S):

OWNER:

_____
Name: Gina P. Blake
Its: Trustee

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, 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

OWNER(S):

OWNER:

_____
Name: Daniel L. Pendleton
Its: Trustee

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, 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

DEVELOPER(S):

DEVELOPER:

_____
Name: Benjamin Blake
Its: New Lot Owner

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, 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

DEVELOPER(S):

DEVELOPER:

_____
Name: Heidi S. Blake
Its: New Lot Owner

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 20___, 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 DEVELOPING PROPERTY

BEGINNING AT A POINT **Legal** S: 7 T: 42S R: 16W BEGINNING AT A POINT S87°37'15"E 317.65 FEET ALONG THE 1/16TH LINE FROM THE NORTH 1/16TH CORNER OF SECTION 7 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 266.63 FEET; THENCE S82°25'00"E 261.09 FEET TO A POINT OF TANGENCY OF A 20.00 FOOT CURVE TO THE RIGHT; THENCE 28.77 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°25'00"; THENCE SOUTH 42.67 FEET TO A POINT OF TANGENCY OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 25.21 FEET THROUGH A CENTRAL ANGLE OF 57°46'25" TO A POINT ON A 50.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 111.50 FEET THROUGH A CENTRAL ANGLE OF 127°46'09"; THENCE S20°00'00"W 74.06 FEET; THENCE N87°37'15"W 248.96 FEET TO THE POINT OF BEGINNING. CONTAINING 1.53 ACRES

CONTAINING _1.53_____ ACRES, MORE OR LESS

EXHIBIT "B" – PRELIMINARY PLAN

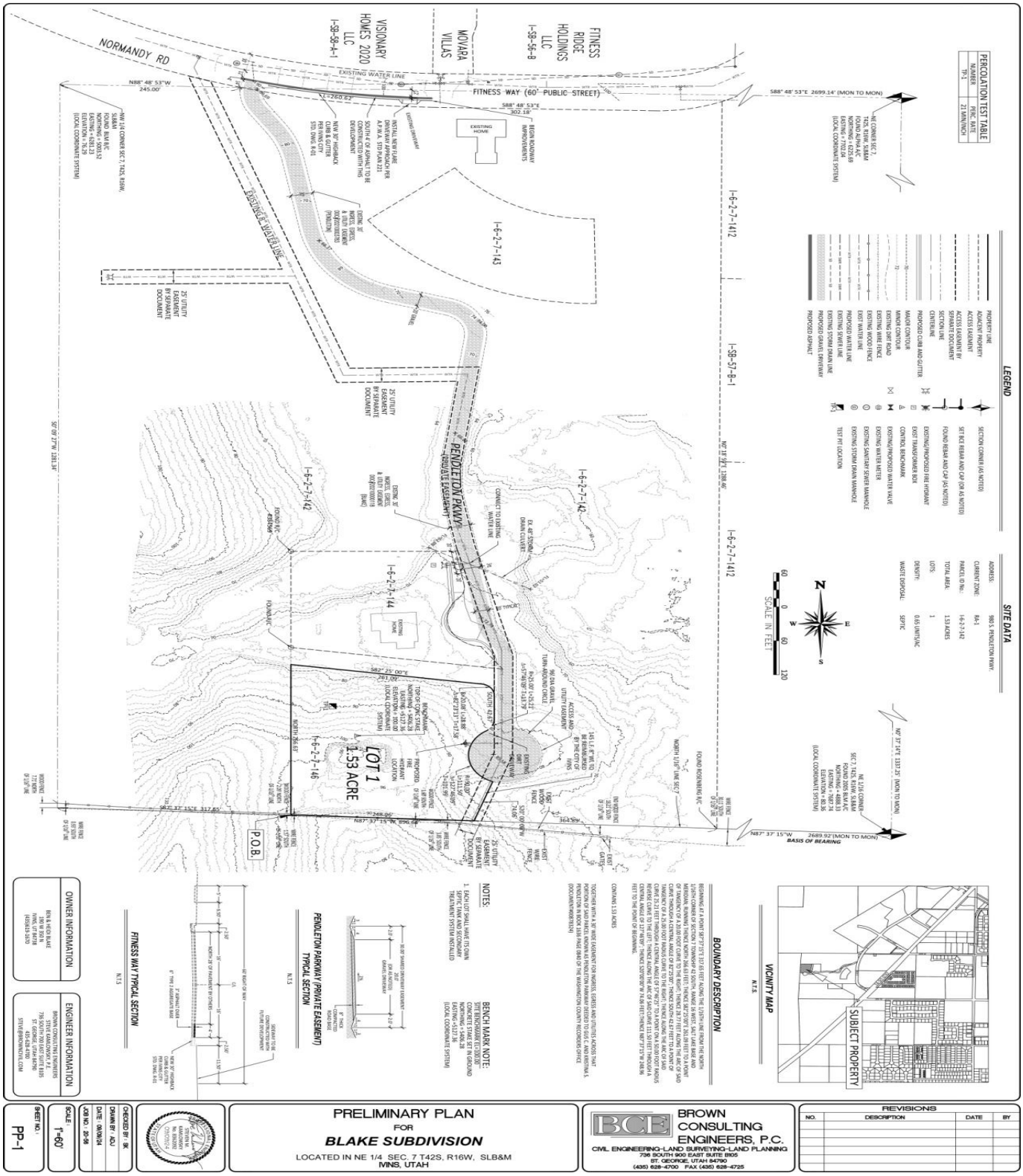


EXHIBIT "C" - LEGAL DESCRIPTION OF REMAINDER PROPERTY

BEGINNING AT A POINT

Situs 395 W 900 S 359 W OLD HIGHWAY 91 301 W OLD HIGHWAY 91 , IVINS IVINS IVINS
Legal S: 7 T: 42S R: 16W W2/3 NW1/4 NE1/4 SEC 7 T42S R16W.

LESS:BEG S60*07'53 E 482.26 FT FM N1/4 COR SEC 7 BEING ON 385 FT RAD CUR RAD BEARS N52* E; TH SELY 356.13 FT ALG ARC CUR; TH N01* W 150 FT TO PT ON 235 FT CONCENTRIC RAD CUR RAD BEARS N01* W; TH NWLY 220.16 FT ALG ARC CUR; TH S52* W 150 FT TO POB.

LESS: S88*48'53 E 245 FT ALG SEC/L FM N1/4 COR SEC 7 T42S R16W; TH S01*11'07 W 6.88 FT TO PT 65 FT RAD CUR LFT; TH SELY 40.82 FT ALG ARC CUR THRU CTL ANG 35*58'43 TO PT TNGY; TH S34*47'36 E 42.19 FT TO PT 135 FT RAD CUR RGT; TH SELY 56.10 FT ALG ARC CUR THRU CTL ANG 23*48'27 TO PT TNGY; TH S10*59'08 E 124.53 FT TO PT 165 FT RAD CUR LFT; TH SELY 182.82 FT ALG ARC CUR THRU CTL ANG 63*29'07 TO PT TNGY; TH S74*28'16 E 83.60 FT TO PT 35 FT RAD CUR RGT; TH SELY 50.57 FT ALG ARC ETC

LESS: LAND IN 800 S 300 W AS FOL: BEG AT PT S88*48'53" E 506.25 FT ALG SEC LN FM S1/4 COR SEC 6, T42S R16W; RN TH N00*39'15" E 30.00 FT: TH S88*48'53" E 302.57 FT TO PT OF CURV OF 174.00 FT RAD CUR LFT; TH 163.11 FT ALG ARC OF SD CUR THRU CTL ANG OF 53*42'30"; TH N37*28'37"E 198.76 FT TO SWLY LN OLD HWY 91 (A 100.00 FT R/W); TH S52*31'23" E 60.00 FT ALG SD R/W/L: TH S37*28'37" W 198.76 FT TO PT OF CURV OF 234.00 FT RAD CUR RGT: TH 219.35 FT ALG ARC OF SD CUR THRU CTL ANG OF 53*42'30"; TH N88*48'53" W 302.02 FT: TH N00*39'15" E 30.00 FT TO POB. LESS: (NORMANDY RD EXTN) BEG AT PT BEING ON SEC/L S88*48'53" E 506.25 FT ALG SEC/L FM S1/4 COR SEC 6, T42S, R16W; TH S00*39'15" W 30.00 FT; TH N88*48'53" W 0.64 FT; TH WLY 731.51 FT ALG ARC OF 1,155.00 FT RAD CUR RGT (CTR BEARS N01*11'07" E LNG CHD BEARS N70*40'15" W 719.34 FT WITH CTL ANG OF 36*17'16") TO PT ON SLY LN OF NORMANDY RD; TH N37*28'23" E 60.00 FT TO PT ON N LN OF SD NORMANDY RD; TH ELY 693.51 FT ALG ARC OF 1,095.00 FT RAD CUR LFT (CTR BEARS N37*28'23" E LNG CHD BEARS S70*40'15" E 681.48 FT WITH CTL ANG OF 36*17'16"); TH S88*48'53" E 0.08 FT; TH S00*39'15" W 30.00 FT TO POB.

LESS FROM DOC 20210003782:
BEGINNING AT A POINT S87°37'15"E 317.65 FEET ALONG THE 1/16TH LINE FROM THE NORTH 1/16TH CORNER OF SECTION 7 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 266.63 FEET; THENCE S82°25'00"E 261.09 FEET TO A POINT OF TANGENCY OF A 20.00 FOOT CURVE TO THE RIGHT; THENCE 28.77 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°25'00"; THENCE SOUTH 42.67 FEET TO A POINT OF TANGENCY OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 25.21 FEET THROUGH A CENTRAL ANGLE OF 57°46'25" TO A POINT ON A 50.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 111.50 FEET THROUGH A CENTRAL ANGLE OF 127°46'09"; THENCE S20°00'00"W 74.06 FEET; THENCE N87°37'15"W 248.96 FEET TO THE POINT OF BEGINNING. CONTAINING 1.53 ACRES

CONTAINING 21.71 ACRES, MORE OR LESS