WHEN RECORDED, MAIL TO:
Ivins City
Attn: City Recorder
85 N. Main St.
Ivins, UT 84738

Parcel No: I-6-2-7-110

CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT FOR THE AVENTURA DEVELOPMENT IN IVINS CITY, WASHINGTON COUNTY, UTAH

On ____ day of _____, 2026, the Ivins City Council approved this Conditional Use Permit for the AVENTURA DEVELOPMENT in Ivins City, Washington County, Utah.

Additionally, this instrument also acts as a Development Agreement ("Agreement") which is entered into as of this _____ day of _____, 2026, by and between AVENTURA AT IVINS, LLC, a Utah limited liability company ("Developer"), the owner and developer of certain real property located in Ivins City, Washington County, Utah, on which Developer proposes to develop a project known as AVENTURA (the "Project"), and IVINS CITY, a municipality and political subdivision of the State of Utah (the "City"), by and through its City Council (the "City Council").

RECITALS AND STANDARD CONDITIONS

A. Developer desires to develop a parcel of real property approximately 9.98 acres in size located at approximately 800 South Main Street in 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 the Project, which is zoned R-M High-Density Residential Multi-Family, with a Short-Term Rental Overlay known as Aventura, and which consists of a total of 86 units, as more fully reflected on Exhibit B attached hereto and incorporated herein.

B. Each residential unit of the Project is proposed to be built in the style of attached townhomes where each unit would have a two-car garage.

C. The contemplated amenities for the Project include a pool and pickleball courts.

D. Developer has also offered that the Project would consist of residential units that would not exceed 25 feet in height on the perimeter of the Project, and the residential units on the interior of the Project would be subject to 35-foot height restrictions. The site angle may be reflected as Exhibit C of Figure 2.B on Old Hwy 91.

E. The Project shall be developed in multiple phases as indicated in the attached Exhibit B. The City's Planning Commission unanimously approved the Aventura Preliminary Plan (the "Preliminary Plan") on January 13, 2026, contingent on this Agreement being approved by the City Council.

F. Developer acknowledges that it must comply with applicable building codes adopted by the City, the City's development standards, and the City's ordinances as set forth in the City Code of Ivins City, Utah (the "City Code"), including applicable zoning and subdivision ordinances, fencing regulations, design guidelines, and the City's Standard Specifications for Design and

Construction (the "Design and Construction Standards"), as well as the standards and specifications set forth and/or incorporated herein.

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

H. This Conditional Use Permit and Agreement is intended to set forth the entire agreement between Developer and the City regarding the development of the Project.

I. The City is acting pursuant to authority under Utah's Municipal Land Use, Development, and Management Act (U.C.A. §§10-20-101 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.

J. Before any grading begins or is allowed on the Property, a grading permit must first be obtained from the City's Public Works Department, and all conditions thereof must be strictly followed and complied with throughout the duration of such permit.

K. The Project must comply with all City Master Plans, including Transportation, Culinary Water, Secondary Water (Irrigation), Sewer, Storm Drain, Parks and Public Safety Plans.

L. As set forth above, the Project shall be constructed in accordance with the Design and Construction Standards.

CONDITIONS SPECIFIC TO THE PROJECT
TO MITIGATE PROJECT IMPACTS

1. The Project shall provide property management with a centralized booking system. All approved short-term residential properties shall be managed by either an on-site property manager or an off-site property manager which is located within twenty (20) minutes (commute time) of the Project (the "Property Manager"). The Property Manager shall be the "Responsible Party" for the entire Project and shall provide information on current occupants to police, emergency, or City personnel as needed. The Property Manager shall be available twenty-four (24) hours a day and shall use commercially reasonable efforts to respond to complaints and concerns within one (1) hour of any phone call. The Property Manager shall maintain a Utah sales tax license and shall collect and submit to the Utah State Tax Commission the required transient room tax for all short-term residential rental units.

2. The Project shall provide building height buffering by limiting the height of the building structures on the perimeter of the Project to 25 feet in height as measured from the approved pad elevation.

3. The Project interior public roads shall be designated as no on-street parking with installation of all necessary signs to make such designation enforceable, to be enforced by the Property Manager. All parking shall be contained within two enclosed garage spaces per unit, driveways that are in front of the garages and visitor parking spaces located on the interior of the Project.

4. Garages shall not be used for storage such that it would prevent the parking of two cars within the garages.

5. During the permitting process, other applicable City Code compliance requirements may be reasonably imposed by the City.

6. Construction phasing may be varied based on assurances that any phases that go out of order shall account for ensuring that access meets fire codes with appropriate turn-arounds using hammerheads or cul-de-sacs and secondary accesses where required by the City Code and that utilities provide adequate service and are looped when the cost to complete the loop is reasonable and provides a substantial benefit to the operation of the system as determined by the City Engineer. The following improvements shall be constructed during the listed phases below:

   Curb, gutter and asphalt, and sidewalk along the portion of Main Street abutting the Project (PHASE 1). Landscaping along the portion of Old Hwy 91 abutting the Project (PHASE 2). Bollards along the portion of Old Hwy 91 abutting the Project (PHASE 2). The wall on the portion of Old Hwy 91 abutting the Project will be constructed in phases concurrent with the completion of each applicable phase. Curb, gutter and asphalt on the portion of 800 South abutting the Project (PHASE 3) or as needed based on required access. Trail along the portion of 800 South abutting the Project (PHASE 3).

7. No construction of utilities shall occur until there is an approved final plat map or equivalent (the "Final Plat") that assures that utilities are going to placed in the proper right-of-way and/or applicable municipal utility easements.

8. Improved open space and private amenities shall be constructed as Project improvements and controlled and managed by the Project's owners association either directly or indirectly through the Property Manager.

If Developer or any successor in interest refuses to make any required payment hereunder for any reason, including but not limited to a claim that such payment is an improper impact fee and/or an unconstitutional exaction, the conditional use permit set forth herein shall terminate, and the City shall have no obligation to allow any of the uses approved hereby to continue or to issue any building permits for any structures otherwise allowed hereby.

Commented [1]: NTD - please clarify the specific payments that are required under this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, Developer and the 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 regulations of the State of Utah or the City Code; 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 the City Code, 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. Development.

a. Project Plans. Any construction plans approved by the City related hereto, the Preliminary Plan as reflected in Exhibit B 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 of buildings shall only be stucco, stone, brick, exposed concrete or concrete block;

ii. All exterior colors of buildings shall be in compliance with the City Code;

iii. No vinyl siding shall be allowed on any buildings, however metal detailing and accent may be on a case by case basis, i.e. copper, rusted steel patina;

iv. All exterior lighting shall be in compliance with the City Code;

v. All fencing within or around the Project shall be constructed of colored masonry, rock, stucco, and/or exposed colored concrete in accordance with the requirements of Section 16.11.135 (9)(10)(11)(12)(13) of the City Code;

vi. Metal roofing materials shall be allowed; however metal cannot be reflective. All other roofing material shall be in compliance with the City Code; and

vii. Fire access / turnaround and fire hydrant shall be installed in compliance with the fire code adopted by the City.

c. Development. Upon execution of this Agreement by the City, 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. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights and pursuant to § 10-20-902 of the Act. Subject to the obligations of Developer under this Agreement, the City shall not, directly or indirectly, charge or impose upon Developer any additional exactions for the development of the Project.

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; provided that no such documents or agreement shall materially limit, diminish, or interfere with the rights of Developer under this Agreement.

4. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the 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 the 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 the City, including but not limited to, the City's 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 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. Notwithstanding the foregoing, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, the development-related provisions of this Agreement shall terminate without the execution or recording of any further document or instrument as to any lot which has been finally subdivided, improved and individually leased or sold to the purchaser or user thereof (a "Public Lot"), and thereupon such Public Lot shall be released from and no longer be burdened by the development-related 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.

8. Binding Effect. Except as otherwise set forth in Section 6 above, 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 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. 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.

14. Amendments. 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 Developer and the City. Any amendment to this Agreement shall be recorded.

Commented [2]: NTD - the Parties should consider inserting an expedited process (i.e., that does not require City Council approval) for approving and adopting minor modifications to the Agreement and/or the Project Plans.

15. 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 restrictive covenants recorded against the Property in connection with the development of the Project.

[Signature page follows]

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

IVINS CITY:

_____
Kevin Smith, Mayor

Attest:

_____
Kari D. Jimenez, Ivins City Recorder

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of _____, 2026, before me personally appeared KEVIN SMITH 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:

Aventura At Ivins, LLC,
a Utah limited liability company

_____
Dustin Garr, Manager

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On this ___ day of _____, 2026, personally appeared before me DUSTIN GARR, 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 the Manager of Aventura At Ivins, LLC, a Utah limited liability company, and that the foregoing document was signed by him by authority, and he acknowledged before me that the company executed the document for its stated purpose.

_____
Notary Public

EXHIBIT A - LEGAL DESCRIPTION

EXHIBIT B – PRELIMINARY PLAN

EXHIBIT C—Figure 2B