WHEN RECORDED, MAIL TO:

KARI JIMENEZ
IVINS CITY
85 NORTH MAIN
IVINS, UT 84738

APN: I-PL

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
FOR THE RETREAT AT SNOW CANYON PROJECT
IVINS CITY, WASHINGTON COUNTY, UTAH

This First Amendment to Development Agreement ("Amendment") is entered into as of this _____ day of _____, 2026, by and between **UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**, an independent agency of the State of Utah ("SITLA"), the owner of certain real property located in Ivins City, Washington County, Utah; **EWD, LLC**, a Utah limited liability company ("Developer"), the developer of such property, on which they propose to develop a project known as The Retreat at Snow Canyon (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 113 acres of real property located at approximately 400 South and Cordero Drive 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").

B. Developer is the authorized developer of the Property pursuant to a "Development Agreement, Payment Agreement, and Ground Lease" with SITLA dated February 5, 2018, as amended, 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.

C. Developer proposes the development of a certain commercial and residential development known as The Retreat at Snow Canyon (the "Project"), as set forth in that Development Agreement between SITLA, Developer, and the City, dated September 19, 2024, and recorded December 16, 2024, in the files of the Recorder for Washington County, Utah (the "Development Agreement").

D. Developer and City now seek to apply certain modified setback and height requirements to the Project, which are specific to the Project and may vary from the general requirements of the City's ordinances, or cover circumstances not otherwise addressed in the City's ordinances.

G. The Development Agreement, as amended by this Amendment, 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. §§10-20-101 *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.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Recitals**. The Recitals above are hereby incorporated into this Amendment.

2. **Amendment**. This Amendment amends and modifies the Development Agreement identified in the Recitals above, but only to the extent expressly set forth herein. Except as specifically amended by this Amendment, all other terms, conditions, and provisions of the Development Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

3. **Definitions**. Capitalized terms used in this Amendment shall have the definitions set forth in the Development Agreement, unless a different definition for a given capitalized term is specifically set forth herein.

4. **Affected Property**. The legal description of the Property is as follows:

   *See **Exhibit** "A" attached hereto and incorporated with this reference.*

   It is the intent of the parties that this Amendment shall be effective as to the same Property as that identified in the Development Agreement.

5. **Modified Setback Requirements**. The following modified setback requirements shall apply in the Project. In any zone to which neither of the following modified setbacks would apply, the unmodified setback requirements set forth in the City's ordinances shall continue to apply.

   A. In zones with twenty feet (20') front yard setbacks, the minimum front yard setback to living spaces and side-entry garages shall be fifteen feet (15'), and the minimum front yard setback to porches shall be twelve feet (12'). All straight-in garages would maintain the minimum of twenty feet (20').

   B. In zones with twenty five feet (25') front yard setbacks, the minimum front yard setback to living spaces and side-entry garages shall be twenty feet (20'), and the

minimum front yard setback to porches shall be seventeen feet (17'). All straight-in garages would maintain the minimum of twenty five feet (25').

6. **Modified Building Height Requirement for West Residential Area**. The maximum building height in the West Residential area shall be thirty feet (30') as measured in City Code §16.11.126 for the following zones only: R-1-10, R-1-7.5, and R-M zones. This provision is specifically intended to exclude the RE-37.0 zone, which will remain at twenty five feet (25') as set forth in the City's ordinances and limited to single story flat roof construction, not including any walk-out or other basements as set forth in the Development Agreement Section 10.iv.

7. **Recording**. This Amendment shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, and together with the Development Agreement shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

8. **Effective Date**. This Agreement shall be effective as of the date when approved by the City Council and signed by all parties hereto.

9. **SITLA Development Lease**. Nothing in this Agreement alters, amends, or otherwise modifies any term, condition, provision, or the duties and obligations between Developer and SITLA under the Development Agreement, Payment Agreement, and Ground Lease.

10. **General Provisions of Development Agreement Apply**. All other general and miscellaneous terms and conditions set forth in the Development Agreement are incorporated into this Amendment by this reference and shall apply with equal force to this Amendment as though fully set forth herein, except to the extent such terms directly conflict with the express provisions of this Amendment, in which case this Amendment shall control.

(signature page to follow)

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

DEVELOPER
EWD, LLC,
a Utah limited liability company

_____
By:
Its:

CITY OF IVINS

_____
Kevin Smith, Mayor

Attest:

_____
Kari Jimenez, City Recorder

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

On the _____ day of _____, 2026, 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:

UTAH SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

_____
By:
Its:

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

On the _____ day of _____, 2026, 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

Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
St. George, Utah
www.bushandgudgell.com

Exhibit "A"
113.07 Acre Parcel
Legal Description

A parcel of land located in the West Half of Section 4 and in the East Half of Section 5, Township 42 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies South 89°52'29" West along the section line 461.66 feet, from the Quarter Section Corner common to Sections 4 and 5, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence South 89°52'29" West along said line 124.53 feet to a point on the east boundary line of Padre Canyon Estates Phase 7, Document No. 00650133, Official Records, Washington County, Utah; thence along said line the following Two (2) courses: 1) North 18°42'04" West 51.57 feet, and 2) southwesterly along a 530.00 foot radius non-tangent curve to the right, (long chord bears South 64°21'31" West a distance of 113.48 feet), center point lies North 31°47'14" West through a central angle of 12°17'31", a distance of 113.70 feet to a point on the north boundary line of Red Rock Canyon Phase 1, Document No. 00548253, Official Records, Washington County, Utah; thence South 89°52'29" West along said line 551.47 feet to a point on the east boundary line of Padre Canyon Estates Phase 5, Document No. 00537976, Official Records, Washington County, Utah; thence along said line the following Six (6) courses: 1) North 00°07'35" West 29.88 feet, 2) northwesterly along a 25.00 foot radius non-tangent curve to the right, (long chord bears North 49°48'06" West a distance of 32.36 feet), center point lies North 00°07'35" West through a central angle of 80°38'58", a distance of 35.19 feet, 3) northerly along a 280.00 foot radius reverse curve to the left, (long chord bears North 17°39'25" West a distance of 79.68 feet), center point lies South 80°31'23" West through a central angle of 16°21'36", a distance of 79.95 feet, 4) North 00°55'52" East 1197.68 feet, 5) South 89°53'28" East 0.40 feet, and 6) North 00°56'52" East 1.04 feet to a point on the south boundary line of Padre Canyon Estates Unit 1 - Phase 3, Document No. 00257578, Official Records, Washington County, Utah; thence along said line and the south lines of Padre Canyon Estates Unit 1 - Phase 2, Document No. 00222853, Official Records, Washington County, Utah, and Padre Canyon Estates Unit 1 - Phase 1, Document No. 00222852, Official Records, Washington County, Utah, the following Two (2) courses: 1) South 89°50'48" East 1294.46 feet, and 2) South 88°47'19" East 1325.65 feet to a point on the west boundary line of a parcel of land more particularly described in Document No. 20210066045, Official Records, Washington County, Utah; thence along said line the following two (2) courses: 1) South 00°23'18" West 1324.57 feet, and 2) South 00°34'46" West 1334.56 feet to a point on the Sixteenth Section line; thence North 88°56'20" West along said line 1221.20 feet to a point on the east boundary line of Padre Canyon Estates Phase 8, Document No. 00747549, Official Records, Washington County, Utah; thence along said line the following Four (4) courses: 1) North 28°38'08" East 258.37 feet, 2) North 22°35'23" East 396.25 feet, 3) North 37°39'29" East 154.46 feet, and 4) North 58°03'07" West 238.34 feet to a point on the north boundary line of a parcel of land more particularly described in Document No. 20220034744, Official Records, Washington County, Utah; thence along said line the following Four (4) courses: 1) North 11°00'52" West 10.49 feet, 2) North 37°35'40" West 15.06 feet, 3) North 56°11'49" West 24.60 feet, and 4) North 77°28'58" West 22.25 feet to a point on the north boundary line of a parcel of land more particularly described in Document No. 20200050896, Official Records, Washington County, Utah; thence along said line the following Three (3) courses: 1) North 17°41'30" East 1.25 feet, 2) North 89°02'31" West 114.45 feet, and 3) South 04°16'10"

West 15.96 feet to a point on the north boundary line of said Padre Canyon Estates Phase 8; thence along said line the following Two (2) courses: 1) North 74°41'15" West 85.43 feet, and 2) North 78°48'32" West 14.26 feet to a point on the east boundary line of a parcel of land more particularly described in Document No. 00660072, Official Records, Washington County, Utah; thence along said line the following Three (3) courses: 1); thence North 00°45'58" East 109.47 feet, 2) South 61°18'54" West 52.09 feet, and 3) North 54°06'12" West 90.55 feet to a point on the east boundary line of a parcel of land more particularly described in Document No. 20220019582, Official Records, Washington County, Utah; thence along said line the following Six (6) courses: 1) North 39°15'19" East 84.54 feet, 2) thence North 02°04'26" East 96.38 feet, 3) North 23°41'21" East 274.01 feet, 4) North 66°18'41" West 146.18 feet, 5) westerly along a 430.00 foot radius curve to the left, (long chord bears South 87°56'48" West a distance of 373.51 feet), center point lies South 23°41'19" West through a central angle of 51°29'02", a distance of 386.38 feet, and 6) South 00°47'55" East 145.47 feet, to the point of beginning.

Containing 4,925,492 square feet or 113.07 acres of which 1,749,544 square feet lies in the Northwest Quarter of Section 4, and 1,520,113 square feet lies in the Southwest Quarter of Section 4, and 1,634,456 square feet lies in the Northeast Quarter of Section 5, and 21,379 square feet lies in the Southeast Quarter of Section 5, Township 42 South, Range 16 West, Salt Lake Base and Meridian.