When recorded, mail to
Ivins City
Attn: City Recorder
85 N. Main St.
Ivins, UT 84738

Parcel No(s).:
I-SAGE-2-COMMON
I-SAGE-2-36 through 43

SUPPLEMENTAL DEVELOPMENT AGREEMENT
8 Lots within Sage Villas, Phase 2

Parties: (1) Ivins City, a Utah municipal corporation (the "City")

(2) Sage White Mountain, LLC ("Developer")
Address: PO Box 910683
St. George, UT 84791
Signer Name: ~~***Developer Signer Name***~~Brandon Staples
Signer Position: ~~***Developer Signer Position***~~Manager
Signer Email: ~~***Developer Signer Email***~~brandon@whitemountaininvestments.com

(3) Sage White Mountain, LLC ("Property Owner")
Address: PO Box 910683
St. George, UT 84791
Signer Name: ~~***Property Owner Signer Name***~~Brandon Staples
Signer Position: ~~***Property Owner Signer Position***~~Manager
Signer Email: ~~***Property Owner Signer Email***~~Brandon@whitemountaininvestments.com

Property: *Project Name*: Sage Villas, Phase 2 (the "Project")
Address: 366 Fitness Way, Ivins, Utah 84738 (the "Property")
Size (in acres): 0.81 acres
Legal Description: *See* Exhibit A, fully incorporated herein.
Project Details: *See* Exhibit B, fully incorporated herein.
Project Site Plan: *See* Exhibit C, fully incorporated herein.

Effective Date: _____

PURPOSE AND BACKGROUND OF AGREEMENT

A. Development of real property in Ivins City is governed by, among other law, the Ivins City Code (the "Code") and Ivins City Standards and Specifications (the "Specifications"). For purposes of this Agreement, "Applicable Laws" means the Code, the Specifications, and all other law applicable to the development of the Property, including but not limited to all building codes applicable in Utah.

B. Developer desires to develop the Property as described on Exhibits A, B and C and has requested that the City allow Developer to deviate from the Code and/or the Specifications as described on Exhibit D (the "Deviations") and further has requested that the City undertake the obligations described on Exhibit E (the "City Obligations").

C. The City is willing to allow Developer to develop the Property with the Deviations and is willing to undertake the City Obligations in exchange for Developer (1) complying with all other requirements of Applicable Law and (2) performing the obligations, terms and conditions described on Exhibit F and all obligations, terms and conditions not contrary hereto contained in the original Development Agreement for the entire Sage Villas development recorded with the Washington County Recorder on September 10, 2019, as Document No. 20190036673 (the "Original Development Agreement"). For purposes of this Agreement, "Developer Obligations" means the obligations, terms and conditions described on Exhibit F and in the Original Development Agreement and all requirements of Applicable Law, except the Deviations, including but not limited to all provisions of Title 15 and Title 16 of the Ivins City Code. The City desires to enter this Agreement to memorialize the Deviations, the City Obligations, and the Developer Obligations.

D. Developer has deemed the Developer Obligations and all requirements of Applicable Law, except as altered by the Deviations, as acceptable and desires to enter this Agreement to memorialize the Deviations, the City Obligations, and the Developer Obligations.

TERMS OF AGREEMENT

The parties agree as follows:

1. Development. Except as set forth on Exhibit D, Developer shall develop the Property pursuant to, and in compliance with, the Developer Obligations in effect as of the date Developer submits a development application. If Developer chooses to develop in phases, unless otherwise agreed to by the parties in writing each phase shall be deemed a separate subdivision and shall independently comply with the Developer Obligations. All Development Obligations are by this reference incorporated into this Agreement in full.

2. Vested Rights. Developer's right to develop the Property contrary to Ivins City regulations as described on Exhibit D is hereby vested, subject only to:

   (a) Developer's obligation under Appliable Law to proceed forward with development of the Property in a timely manner, subject to all deadlines and requirements;

   (b) the administrative processes required by, and administrative discretion, including engineering judgement, reserved to the City under, Applicable Law upon submission of relevant development and construction applications, which discretion the City shall not exercise in an arbitrary or capricious manner;

   (c) the City's inherent legislative power to alter Applicable Law in a general manner, except as to the deviations described on Exhibit D which the City shall not have any authority to alter as to the Property;

   (d) the City's inherent police power to protect the health, welfare and safety of property and persons within the City's boundaries;

(e) changes in federal or state law applicable to the Project; and

(f) the City's right to deny future administrative approvals related to any part of the Property and/or the Project if any terms hereof have not been fully complied with.

3. Legislative Discretion. The terms of this Agreement shall only be enforceable against the City to the extent this Agreement is duly authorized by the Ivins City Council. Any authorization by the Ivins City Council shall be deemed a legislative action approved pursuant to the Ivins City Council's legislative land use authority and applicable provisions of Utah law because this Agreement establishes, modifies, or approves legislative land use policies and development standards applicable to the Property, reflects the exercise of the Ivins City Council's legislative discretion, and is not merely the administrative implementation or application of previously adopted land use regulations. Any challenge to the adoption or validity of this Agreement shall be governed by the statutes and legal standards applicable to judicial review of legislative land use decisions, and nothing in this Agreement shall be construed as creating or recognizing any right to an administrative appeal of the City's approval of this Agreement.

4. Additional Terms and Conditions. This Agreement is subject to the standard terms and conditions attached hereto as Exhibit G in full.

***

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IVINS CITY ACCEPTANCE:

In witness of its intention to be bound by the terms hereof, and in acknowledgement of the sufficiency of its terms as adequate consideration, Ivins City executes this Agreement as follows:

_____ By: _____
Date Kevin Smith
Mayor

Attested: By: _____
Kari Jimenez
City Recorder

[STATUTORY SHORT FORM OF ACKNOWLEDGEMENT PURSUANT TO UCA § 57-2a-7]

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____, 20___, by Kevin Smith, Mayor of Ivins City, Utah.

_____
Notary Public

DEVELOPER ACCEPTANCE:

In witness of its intention to be bound by the terms hereof, and in acknowledgement of the sufficiency of its terms as adequate consideration, Sage White Mountain, LLC, executes this Agreement as follows:

_____ By: _____

Date Name: ***Developer Signer Name***

Position: ***Developer Signer Position***

[STATUTORY SHORT FORM OF ACKNOWLEDGEMENT PURSUANT TO UCA § 57-2a-7]

STATE OF UTAH)

) ss.

COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____, 20___, by ***Developer Signer Name***, ***Developer Signer Position*** of Sage White Mountain, LLC.

_____

Notary Public

PROPERTY OWNER ACCEPTANCE:

In witness of its intention to be bound by the terms hereof, and in acknowledgement of the sufficiency of its terms as adequate consideration, Sage White Mountain, LLC, executes this Agreement as follows:

_____ By: _____

Date Name: ***Property Owner Signer Name***
Position: ***Property Owner Signer Position***

[STATUTORY SHORT FORM OF ACKNOWLEDGEMENT PURSUANT TO UCA § 57-2a-7]

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this _____, 20___, by ***Property Owner Signer Name***, ***Property Owner Signer Position*** of Sage White Mountain, LLC.

_____
Notary Public

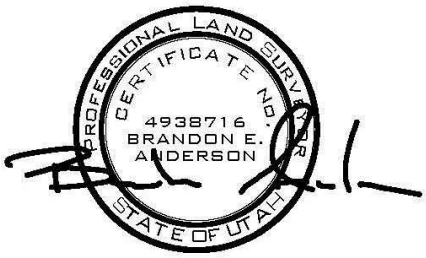
EXHIBIT A – LEGAL DESCRIPTION

Sage Villas Phase 2

Beginning at the southeast corner of Sage Villas Phase 1, said point on the center section line, said point being on the center section line, said point being North 00°41'25" East 366.54 feet along the center section line from the South Quarter Corner of Section 6, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 00°41'25" West 211.97 feet along the center section line to the northerly line of Fitness Way (Dedicated as Normandy Road);
thence northwesterly the following (3) courses along said Fitness Way
thence Northwest 166.13 feet along an arc of a 1,095.00 foot radius curve to the right (center bears North 28°46'49" East, long chord bears North 56°52'24" West 165.97 feet with a central angle of 08°41'34");
thence North 52°31'37" West 421.80 feet;
thence North 47.12 feet along an arc of a 30.00 foot radius curve to the right (center bears North 37°28'23" East, long chord bears North 07°31'37" West 42.43 feet with a central angle of 90°00'00") to the easterly line of Guy Lane;
thence North 37°28'23" East 60.09 feet along said easterly line of Guy Lane to the westerly corner of Sage Villas Phase 1;
thence southeasterly the following (9) courses along the southerly line of said Sage Villas Phase 1;
thence East 23.08 feet along an arc of a 25.00 foot radius curve to the right (center bears South 15°24'45" East, long chord bears South 78°58'11" East 22.27 feet with a central angle of 52°53'08");
thence South 52°31'37" East 110.92 feet;
thence Southeast 28.80 feet along an arc of a 200.00 foot radius curve to the left (center bears North 37°28'23" East, long chord bears South 56°39'07" East 28.77 feet with a central angle of 08°15'01");
thence South 60°46'38" East 74.34 feet;
thence East 39.84 feet along an arc of a 80.00 foot radius curve to the left (center bears North 29°13'22" East, long chord bears South 75°02'34" East 39.43 feet with a central angle of 28°31'51");
thence South 89°18'29" East 74.51 feet;
thence Southeast 15.71 feet along an arc of a 10.00 foot radius curve to the right (center bears South 00°41'31" West, long chord bears South 44°18'29" East 14.14 feet with a central angle of 90°00'00");
thence South 00°41'31" West 78.57 feet;
thence South 89°18'35" East 125.00 feet to the Point of Beginning.

Containing 72,053 square feet or 1.65 acres.



October 9, 2019

EXHIBIT B – PROJECT DETAILS

Feature	Description
Total Acres	0.81
Total Units	16
Zoning District	R-TH (potentially changed to R-M)
Private Amenities	Swimming pool and related structures in Phase 1

EXHIBIT C – PROJECT SITE PLAN

EXHIBIT D – DEVIATIONS FROM APPLICABLE LAW

Instructions: For each deviation, identify the code section from which such deviation is derived, the standard requirement, the replacement requirement, and the purpose.

Code Section/Specification	Allowed Deviations
Allowed Uses	Uses in both the R-TH and R-M zones are governed by the table of uses in section 16.33.101 of the Ivins City Code. Regardless of the uses identified in that table, the only use allowed on the Property shall be multi-family dwellings, consisting of 2 buildings of 8 units each, with each building containing four (4) – 2-story units containing a 2-car garage, and four (4) single story units without a garage. To the extent this use is different than what have otherwise been allowed under the current zoning of R-TH or even zoning of R-M, it will be allowed once the Property is zoned R-M , so long as the architecture and design of all residential buildings matches existing residential structures in Sage Villas as required in Exhibit F.
Density	Density in both the R-TH and R-M zones are governed by Chapter 18 of Title 16 of the Ivins City Code. Regardless of the limitations on density otherwise applicable to the Property, the Property may include up to 16 units in 2 buildings, with no more than 8 units per building. To the extent this density is greater than what would have otherwise been allowed under Chapter 18 of Title 16 of the Ivins City Code under the current zoning of R-TH or even zoning of R-M, it will be allowed once the Property is zoned R-M, so long as the architecture and design of all residential buildings matches existing residential structures in Sage Villas as required in Exhibit F.

EXHIBIT E – CITY OBLIGATIONS

The City shall complete the following:

1. Allow development of the Property consistent with the Agreement and all Exhibits.

2. Reimburse Developer for any upsized infrastructure installed by Developer, so long as Developer has obtained written authorization from the City to install such infrastructure, including written acknowledgement from the City confirming the specific amount the City will reimburse Developer. Nothing herein shall relieve Developer from complying with all Applicable Law regarding the installation of such infrastructure.

3. Upon request from the Developer, the City shall consider a zone change from R-TH to R-M. Regardless of whether the Ivins City Council enacts this zone change, Developer shall be entitled to develop the Property as described herein, including the Deviations as described on Exhibit D.

EXHIBIT F – DEVELOPER OBLIGATIONS

In addition to all requirements of all Applicable Law, including but not limited to the Code and the Specifications, Developer shall complete the following except as altered by the Deviations on Exhibit D:

1. Architecture: Developer shall construct the buildings in a manner matching the buildings already constructed in Sage Villas Phase 1, including but not limited to heights, colors, footprint, architectural style, etc. All colors and materials shall specifically all Applicable Law, including but not limited to section 16.19.103 of the Ivins City Code.

2. Amenities: Developer shall install the swimming pool and related structures previously required as part of Sage Villas, Phase 1, prior to receiving any certificates of occupancy on any of the units constructed in Phase 2. The City shall have no obligation to issue certificates of occupancy on any units constructed in Phase 2 unless and until the certificate of occupancy for the swimming pool has been duly issued according to law.

3. Parking: Developer shall install a minimum of 32 parking stalls as depicted on Exhibit C. At least 16 parking stalls shall be covered.

4. Connectivity: Developer shall install at least 1 set of stairs to connect pedestrian walkways inside Sage Villas to Fitness Way.

EXHIBIT G – STANDARD TERMS AND CONDITIONS

1. Agreement: The Agreement consists of the document to which these terms and conditions area attached as an exhibit (the "Primary Terms"), all exhibits whether or not attached (the "Exhibits"), and these terms and conditions (the "Standard Terms"). In the event of any conflicting terms, the terms govern in the following order: first - the Primary Terms, second - the Standard Terms, last - the Exhibits.

2. Interpretation: Captions and headings are used for reference only and must not be used in construing or interpreting the Agreement. All recitals set forth at the beginning of the Agreement are fully incorporated into the Agreement and the facts recited therein shall be deemed conclusive for any purpose. As used herein (i) the singular include the plural (and vice versa) and the masculine or neuter gender include the feminine gender (and vice versa) as the context may require; (ii) locative adverbs such as "herein", "hereto", and "hereunder" refer to the Agreement in its entirety and not to any specific section or paragraph; (iii) the terms "include", "including", and similar terms must be construed as though followed immediately by the phrase "but not limited to;" and (iv) the terms "party" and "parties" refer only to a named party or parties to the Agreement unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of the Agreement upon advice of their own, independent counsel, or have had the opportunity to do so, and the Agreement must be construed fairly and equally as to all parties as if drafted jointly by them.

3. Entire Agreement; Amendment: The parties intend that the Agreement is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. The Agreement supersedes any previous or contemporaneous negotiations or communications of any kind between the parties and contains all of the terms agreed upon between the parties. No party relied on any other term, warranty, and/or covenant as an inducement to enter the Agreement. The parties shall not amend or modify the Agreement in any way unless in writing signed by the parties.

4. Beneficiaries/Assignment: The Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. The Agreement is intended for the exclusive benefit of the parties and permitted assignees and is not intended and shall not be interpreted as conferring any benefit on any third party. Neither party may assign its rights or obligations under the Agreement in any manner except as part of a complete conveyance of the Property.

5. Building Construction: Except as set forth on Exhibit D, all buildings shall be constructed in pursuant to, and in compliance with, the Developer Obligations in effect as of the date the relevant building permit application is submitted. Each building shall require a separate building permit application and shall independently comply with the Developer Obligations.

6. Developer Obligations: Developer shall complete the Developer Obligations in a professional, workmanlike, and timely manner. Developer hereby acknowledges that it is voluntarily agreeing to the Developer Obligations, and that such requirements, terms and conditions are reasonably related (roughly proportionate) to the impact caused by Developer's development of the Property or are fair consideration for the Deviations and the City Obligations, which Deviations and City Obligations the City is under no obligation to otherwise allow or undertake.

7. No Reliance: Neither Developer nor Property Owner have relied on any representations of City representatives in any way, including but not limited to representations about what is allowed related to the development of the Property pursuant to Applicable Laws. For all purposes Developer and Property Owner shall be deemed to have relied on their own analysis of Applicable Laws to determine what is allowed related to the development of the Property. Developer and Property Owner expressly waive any claim that exists or may arise in the future that the City is estopped from enforcing any Appliable Laws, except as modified by the Deviations, regardless of

whether Developer or Property Owner have incurred costs related to the development of the Property or otherwise taken action to develop the Property. Any such costs or action shall be deemed to have been taken by Developer and/or Property Owner based solely on their own analysis of Applicable Laws. The Deviations shall be strictly construed, such that any conflicts or inconsistencies arising in plausible interpretations of the Deviations shall be construed by a court in favor of enforcement of the Appliable Laws.

8. Limitations of Water Availability: Developer acknowledges a potential shortage of culinary and/or secondary water and understands that building permits will be issued only upon water availability as determined by the Washington County Water Conservancy District. The City shall not be responsible in any way for Developer's inability to develop based on actions taken by, or requested by, the Washington County Water Conservancy District.

9. Agreement to Run with the Land: The Agreement shall be recorded against the Property and shall be deemed to run with the land and shall be binding on all successors and assigns of Property Owner and/or Developer. Developer shall provide notes upon the Final Plat prior to recordation giving notice of the primary provisions of the Agreement. To the extent Property Owner attempts to develop the Property, all Developer Obligations shall apply to Property Owner in full.

10. Restrictive Covenants; Plat Notes: Developer shall expressly make any restrictive covenants recorded against the Property subject to the terms of the Agreement and shall not include in any restrictive covenants any terms that are contrary to Appliable Law or the terms hereof. In addition, Developer shall include on any plats subdividing any part of the Property notes identifying the Agreement as applying to any development of the Property and any other notes requested by the City which reflect the terms hereof. Any terms included in any restrictive covenants or on the plat for the Property that are contrary to the Agreement shall be deemed void ab initio.

11. Default: If Developer is in default of any terms of the Agreement, the City shall be entitled to all legal or equitable remedies. In addition, the City shall have no obligation to approve any future applications or approvals if any of the terms of the Agreement have not been complied with, including but not limited to approvals on portions of the Property not related to the noncompliance.

12. No Waiver of Governmental Immunity: Noth ing in the Agreement shall be deemed a waiver of the protections of governmental immunity applicable by law to the City.

13. Independent Contractor Status: Developer and Property Owner are independent and are not employees, officers, or agents of the City for any purposes related hereto and are not entitled to any other benefits from the City other than the as described herein. The employees of Developer and Property Owner shall not be considered to be the employees of the City nor have any contractual relationship with the City. Nothing in the Agreement shall be deemed or interpreted to create a partnership or joint venture between Developer or Property Owner and the City. Developer and Property Owner shall be responsible for all taxes, worker's compensation coverage and insurance coverage. Neither Developer nor Property Owner shall use the name, trademarks, copyrighted materials, or any information related to the City in any advertising or publicity without the City's written consent.

14. Indemnification: Developer and Property Owner shall indemnity, defend, and hold the City harmless from all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind for (1) death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of Developer, Property Owner, or their officers, employees, agents, or representatives in the performance of the development of the Property, imposed by law of any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them related to the development of the Property; (2) Developer's failure or refusal, whatever the reason, to pay subcontractors or suppliers for contributing to the development of the Property; (3) claims by any employee of Developer or Property Owner, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable; and (4) any other claims asserted against the City related to the development of the Property without limitation. Developer's and Property Owner's indemnification obligation shall not be limited in

any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Developer or Property Owner or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts. Further, any insurance requirements shall not be construed as limiting liability. Irrespective of the requirements for Developer or Property Owner to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve Developer or Property Owner of any obligations hereunder.

15. Insurance: All insurance requirements imposed by the Agreement or Applicable Laws, if any, require the insurer to be an insurer authorized do conduct business in the State of Utah, with an A.M. Best rating of 'excellent' or better.

16. Compliance with Laws: Nothing in the Agreement shall be deemed to relieve Developer or Property Owner from any obligation to comply with all applicable federal, state, and local laws, ordinances, statutes, and/or regulations, except as described in Exhibit D as deviations from city imposed regulations. Any conflicts or inconsistencies arising in plausible interpretations of the information contained on Exhibit D shall be construed by a court in favor of enforcement of the applicable federal, state, and local laws, ordinances, statutes, and/or regulations.

17. Acknowledgement of Public Disclosure Laws: The City is subject to the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor, and pursuant thereto all materials submitted by Developer and Property pursuant to the Agreement may be subject to disclosure as government records. The City has no duty or obligation to withhold any such materials from disclosure in any manner.

18. Time of the Essence: Time is of the essence in each and every term and provision of the Agreement. All references to days shall be deemed to refer to calendar days unless otherwise specified. In the event that the final date for performance of any act falls on a Saturday, Sunday, or legal holiday, such act may be performed on the next day which is not a Saturday, Sunday, or legal holiday.

19. Further Action: Each party shall promptly do any act or execute and deliver any document reasonably necessary to comply with their respective obligations under the Agreement to carry out the intent of the parties.

20. Waiver: Neither the failure of either party to insist upon the timely or full performance of any of the terms and conditions of the Agreement, nor the waiver of any breach of any of the terms and conditions of the Agreement, shall be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

21. Severability: If any court of competent jurisdiction declares any portion of the Agreement unenforceable, the parties shall sever such portion from the Agreement, and shall deem the remaining parts of the Agreement, including without limitation the remaining parts of the paragraph of which the unenforceable portion was a part, in full force and effect as though such unenforceable portion had never been part of the Agreement. The parties shall replace any such portion with an enforceable provision which will achieve, to the extent possible, the purposes of the unenforceable portion.

22. Forum and Law: Utah law shall govern the Agreement without respect to any principles of choice of law or conflicts of law. Jurisdiction and venue of actions commenced relating to the Agreement shall be exclusively in courts located in, or with jurisdiction over, Washington County, Utah.

23. Notices, Requests, and Communications: All notices, requests, and communications required by the Agreement shall be in writing. Any party delivering any written document shall deliver the written document by any of the following means: (a) certified or registered mail, postage prepaid, return receipt requested, in which case the written document shall be deemed delivered upon the earlier of actual receipt or three business days after the postmark date, (b) recognized commercial overnight courier, in which case the written document shall be deemed delivered one business day after acceptance for next business-day delivery by the courier, or (c) personal delivery or email, in which case the written document shall be deemed delivered when received. The addresses to which the written documents shall be delivered are as follows: If delivered to Ivins City: Ivins City Attn: City Manager, 85 N. Main St., Ivins, UT 84738, with a copy to the City Attorney, 85 N. Main St., Ivins, UT 84738. If delivered to Developer or Property Owner,

at the address and/or email address listed on page 1 of the Primary Terms. Any party shall deliver notice of change of address in the manner described in this section. Rejection or other refusal to accept a notice or the inability to deliver a notice because of a changed address of which no notice was given will be deemed to constitute receipt of the notice sent.

24. Execution: By executing the Agreement, the executing individuals acknowledge that (1) they have read the Agreement, (2) they understand its terms, (3) they have had the opportunity to have the Agreement reviewed by independent counsel, (4) they have the full and complete authority to execute the Agreement on their own behalf or on the behalf of any entity which they represent, and (5) they intend to bind themselves or the entity which they represent, if any, to the terms of the Agreement in full. The failure of any executing individual to date their signature will not affect the validity of the Agreement.

25. Counterparts: The parties may execute the Agreement in multiple counterparts with the same force and effect as if all signatures were set forth in a single document. Facsimile, electronic, and other copies shall have the same force and effect as the original.

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