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

Parcel No(s).: I-6-2-6-32401; I-6-2-6-334-A; I-6-2-6-340; I-6-2-6-320; ~~portion of~~ I-6-2-7-410

# CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT FOR THE MOJAVE VILLAGE DEVELOPMENT IN IVINS CITY, WASHINGTON COUNTY, UTAH

**Parties:**

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

(2) AnA Enterprises LLC ("Developer")

| | |
|---|---|
| Address: | 887 Coyote Gulch Court, Ivins, UT 84738 |
| Signer Name: | Lance Anderson |
| Signer Position: | Administrator |
| Signer Email: | lance@anautah.com |

(3) Teancum Properties, LLC ("Teancum")

| | |
|---|---|
| Address: | 887 Coyote Gulch Court, Ivins, UT 84738 |
| Signer Name: | Lance Anderson |
| Signer Position: | Manager |
| Signer Email: | lance@anautah.com |

(4) Platinum Strategies, LLC ("Platinum" and, collectively with Teancum, the "Property Owners")

| | |
|---|---|
| Address: | [Property Owner Business Street Address] |
| Signer Name: | CJ Davis |
| Signer Position: | Manager |
| Signer Email: | [Property Owner Signer Email] |

**Property:**

| | |
|---|---|
| Address: | Guy Lane and Fitness Way (the "Property") |
| Size (in acres): | 64 +/- |
| Description: | See Exhibit A, fully incorporated herein. |
| Project Name: | Mojave Village (the "Project") |
| Project Details: | See Exhibit B, fully incorporated herein. |
| Project Site Plan: | See Exhibit C, fully incorporated herein. |
| Project Zoning Maps: | See Exhibit D, fully incorporated herein |

Parcels A and C Maximum Disturbance Areas: See Exhibit E, fully incorporated herein.

**Effective Date: ~~September~~October __, 2026**

## 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. Consistent with the language already in place in Paragraph 1 below, for any development application, the "Applicable Laws" will be those enforceable as of the date the complete application is submitted to the city, except as modified on Exhibit F below which shall apply to the Property regardless of any changes to Applicable Laws.

B. On December 18, 2025, the Ivins City Council approved a Conditional Use Permit and Development Agreement for approximately 12.48 acres of the Property, consisting of 160 resort commercial townhome units to be developed in the Resort Commercial zoning district (the "Original Agreement"). Developer and Property Owners now desire to rezone the remainder of the Property to accommodate the expanded Project, such that Parcel D (defined below) will be zoned Resort Commercial (RC), Parcels A and C (defined below) will be zoned Residential Estates (RE-12.5), and Parcel B (defined below) will be zoned Single-Family Residential (R-1-3), in each case subject to the sub-area specific standards, Modified Standards and Developer Obligations described in this Agreement. This Agreement supersedes, restates, and replaces the Original Agreement in its entirety, provided that the substantive terms and conditions of the Original Agreement identified in Exhibit H as "(Resort Only)" or "(RO)" remain in full force and effect and apply exclusively to Parcel D. To confirm, this Agreement supersedes AND ELIMINATES any prior vesting under the Original Agreement and Conditional Use Permit for 160 short-term rental units. In no event should any possible interpretation be made that any land subject to the Original Agreement retains short-term rental rights.

C. The Property includes land that is subject to a document titled "Development Agreement" dated effective as of July 17, 2025, recorded as Document No. 20250038143 on November 4, 2025 (the "Chinle Cliffs Development Agreement). In addition to the portion of land included in this Agreement, the Chinle Cliffs Development Agreement covers land that is not subject to this Agreement.

D. For purposes of this Agreement, the Property is divided into ~~three~~four sub-areas, as depicted on the Zoning Maps (Exhibit D): (i) "Parcel A," zoned Residential Estates (RE-12.5), consisting of estate residential lots, including the Large 10-acre Estate Lot described in Exhibit H; (ii) "Parcel B," zoned Single-Family Residential (R-1-3), consisting of minimum 3,000 square foot or larger lots for detached single-family homes; (iii) "Parcel C," zoned Residential Estates (RE-12.5), consisting of estate residential lots; and (iv) "Parcel D," zoned Resort Commercial (RC), consisting of the resort commercial attached townhome portion of the Project that was the subject of the Original Agreement, to which the Resort Only terms in Exhibit H continue to apply.

E. Developer desires to develop the Property as described on Exhibits A, B C, and D, and has requested that the City rezone Parcel A, Parcel B, Parcel C, and Parcel D as described in this Agreement, and has agreed to deviate from the Code and/or the Specifications by lowering building heights to 18ft as described on Exhibit F (the "Modified Standards") and further has requested that the City undertake the obligations described on Exhibit G (the "City Obligations").

F. Conditioned upon (1) approval by the Ivins City Council of the zone changes described herein, which shall in no way be mandated by approval of this Agreement, but shall be a separate and distinct legislative action by the City Council pursuant to all legislative authority and discretion vested in the Ivins City Council pursuant to law and (2) Property Owners acquiring sole title to the Property, the City is willing to allow Developer to develop the Property with the Modified Standards, including any additional restrictions Developer is agreeing to rather than something the City is allowing Developer to do, 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 H. For purposes of this Agreement, "Developer Obligations" means the (1) obligations, terms and conditions described on Exhibit H, (2) all requirements of Applicable Law, except the Modified Standards, including but not limited to all provisions of Title 15 and Title 16 of the Ivins City Code, and (3) all obligations arising pursuant to the Chinle Cliffs Development Agreement applying to the "Developer" and "Adjacent Landowner" as defined therein, to the extent such obligations apply to land covered by this Agreement. To the extent any obligations of the Chinle Cliffs Development Agreement conflict with any of the obligations of this Agreement, the obligations of this Agreement supersede. The City desires to enter this Agreement to memorialize the Modified Standards, the City Obligations, and the Developer Obligations, including as expressed elsewhere in this Agreement, all required technical, engineering, grading, traffic, and any resulting requirements incorporated into the final plans or exhibits before Developer can develop the Property.

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

## TERMS OF AGREEMENT

The parties agree as follows:

1. **Development.** Except as set forth on Exhibit F, 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 for the applicable phase. 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 Developer Obligations are by this reference incorporated into this Agreement in full.

2. **Sub-Areas.** The Property consists of Parcel A (zoned Residential Estates (RE-12.5)), Parcel B (zoned Single-Family Residential (R-1-3)), Parcel C (zoned Residential Estates (RE-12.5)), and Parcel D (zoned Resort Commercial (RC), as depicted in Exhibit D. Except as otherwise expressly stated in Exhibit F or Exhibit H, the general Developer Obligations set forth in Section

I of Exhibit H apply to the entire Property, the Resort Only obligations set forth in Section II of Exhibit H apply exclusively to Parcel D, the obligations set forth in Section III of Exhibit H apply exclusively to Parcel A and C, and the obligations set forth in Section IV of Exhibit H apply exclusively to Parcel B. ~~**No overnight rentals shall be allowed in Parcel A, Parcel B or Parcel C**~~**No overnight or short-term rentals shall be allowed in Parcel A, Parcel B or Parcel C**. For purposes of this agreement, "overnight" and "short-term" rentals are any rental for a period of fewer than thirty (30) consecutive days, whether though a short-term rental platform, vacation rental arrangement, private agreement, or any other means. This prohibition applies regardless of how the rental or occupancy arrangement is described or advertised. A rental or occupancy agreement stated to be for thirty (30) days or longer shall not be used to circumvent this prohibition through an arrangement providing for occupancy of few than thirty (30) consecutive days.

3. **Phasing.** Developer may develop and construct the Project, including any sub-area, in phases and in any sequence Developer chooses, provided that:

(a) *Initial Phase*. The first phase of the Project shall consist of Parcel B, or an initial portion thereof, which fronts on and takes primary access from the intersection of Fitness Way and Guy Lane (the "Initial Phase").

(b) *Subsequent Phases*. Following commencement of the Initial Phase, Developer may develop the remaining phases and sub-areas of the Project in the sequence Developer elects so long as based on a demonstration that the ingress/egress and utility requirements of subsections (c) and (d) below can be satisfied for that phase independent of any undeveloped intervening phase.

(c) *No Premature Disturbance*. Except as reasonably necessary to install Project-wide or off-site infrastructure serving an active phase, or Project-wide grading requirements, Developer shall not grade, clear, or otherwise disturb any portion of a phase or sub-area for which a grading permit has not yet been approved.

The City will allow the Developer to transport and either place or excavate material within a future phase of development to accommodate grading activities associated with an earlier phase, subject to the following conditions:

1) Disturbance within the future phase shall be limited to those areas reasonably necessary for the placement, storage, or excavation of material. The movement of material into or out of a future phase shall not authorize disturbance of the entire phase.

2) Any future phase in which material is placed, stored, or excavated shall be included in the project's Storm Water Pollution Prevention Plan (SWPPP), with appropriate measures for controlling dust, erosion, and sediment runoff in accordance with applicable City requirements.

To be clear, this is intended to allow Developer to conduct cuts and fills and other grading requirements in any phase or sub-area so that soils and materials are placed in their final area and only have to be moved once.

(d) *Ingress and Egress*. Adequate ingress and egress serving each phase, including fire and emergency vehicle access, satisfies all applicable City Code and Fire Code requirements in effect at the time of the applicable phase's final plat or building permit application, whether achieved through permanent roadway connections or through temporary turnarounds or loop roadways approved by the City.

(e) *Utilities*. Utilities serving each phase are installed, looped and dedicated in accordance with utility installation agreements approved by the City Engineer, and no construction of utilities for any phase shall commence until an approved final plat, or other written approval of the City Engineer, confirms that such utilities will be located within properly dedicated rights-of-way and/or municipal utility easements.

Nothing in this Section 3 relieves Developer of any Developer Obligation otherwise applicable to a given phase or sub-area.

**4. Material Changes; Administrative Adjustments.**

(a) *Material Change*. Any change to this Agreement, the Project Plans, or the Exhibits that (i) increases the total number of lots or units above the number reflected in Exhibit B or Exhibit C; (ii) alters the boundary of a Sub-Area as depicted on Exhibit C in a manner that changes which Developer Obligations under Exhibit G apply to the affected area; (iii) increases any maximum building height, or changes any land use type, established in this Agreement or Exhibit G; or (iv) otherwise materially alters the density, character, or intensity of the Project as approved (a "Material Change"), shall require a written amendment to this Agreement approved by the Ivins City Council in accordance with the Legislative Discretion and Amendment provisions hereof; provided, however, that conversion of the Amenities Lot to a residential lot pursuant to Exhibit H, Section III(5) (Amenities Lot Conversion) shall not constitute a Material Change under this subsection (a), notwithstanding that such conversion may increase the total lot count or change the land use of the affected lot.

(b) *Administrative Adjustments*. Notwithstanding subsection (a), the following shall not constitute a Material Change and may be approved administratively by the City Engineer (or other applicable City staff) as part of final plat, site plan, or building permit review, without requiring City Council approval:

(i) **Lot Adjustments.** Relocation or reconfiguration of individual lot lines or lot boundaries within a Sub-Area, including relocation of a lot, where such adjustment is necessitated by engineering, surveying, geotechnical, drainage, utility, or other technical or site-specific considerations arising during final design, platting, or construction; provided that no such adjustment shall (A) increase the total number of lots or units within the affected Sub-Area or the Project as a whole; (B) relocate any lot outside the boundary of its original Sub-Area as depicted on Exhibit C; or (C) violate any setback, height, or other development standard applicable to that Sub-Area under Exhibit G.

~~(c) Any dispute as to whether a proposed change constitutes a Material Change or an Administrative Adjustment shall be resolved by the City Engineer in the first instance,~~

~~subject to appeal to the City Council.~~ (ii) **Zoning Parcel Adjustments.** Modification of the legal description, boundaries, or position of any Zoning Parcel (including the sequencing of lots among Phases) as depicted on Exhibit B or Exhibit C, where Developer determines that such modification is reasonably required by engineering, surveying, geotechnical, drainage, utility, access, or other technical or site-specific considerations (a "Zoning Parcel Adjustment"); provided that no Zoning Parcel Adjustment shall (A) increase the total number of lots or units within the Project or within any Sub-Area; (B) result in any lot having a lot area, width, or other dimensional characteristic that is inconsistent with the lot size and dimensional standards applicable to the Sub-Area in which that lot is located under Exhibit G; (C) change the land use type, maximum building height, or other Developer Obligations applicable to any lot, which shall continue to be determined by the Sub-Area in which the lot is located; (D) eliminate or defer any ingress/egress, fire access, utility looping, or utility agreement condition applicable to the affected or any adjacent Zoning Parcel under this Agreement; or (E) alter the amount or timing of any payment in lieu or other payment obligation of Developer under Exhibit G, which shall be calculated on the number of units in each Phase as finally platted.

(c)

*Procedure*. Developer shall submit any proposed Zoning Parcel Adjustment to the City Engineer with the applicable preliminary or final plat application, together with a revised Zoning Parcel exhibit and legal description for each affected Zoning Parcel and a statement of the engineering or technical basis for the adjustment. The City Engineer shall approve a Zoning Parcel Adjustment that satisfies subsection (b)(ii) and shall not unreasonably withhold, condition, or delay such approval. Upon approval, the revised Zone Change exhibit and legal description shall automatically supersede the corresponding portions of Exhibits B and C, and the recorded final plat for the affected Phase shall constitute the operative legal description of that Zoning Parcel. The City shall not require a re-notice, public hearing, or City Council action for any adjustment approved under subsection (b). If the City Engineer determines that a proposed adjustment does not satisfy subsection (b), the City Engineer shall so notify Developer in writing, stating the specific basis, and Developer may either revise the proposal or request approval as an amendment under subsection (a) which may include a re-notice or public hearing as required by law for City Council action.

5. **Vested Rights.** Developer's right to develop the Property in accordance with the zoning designations and standards described in this Agreement for Parcel A, Parcel B, Parcel C, and Parcel D is hereby vested, subject only to:

   a. Developer's obligation under Applicable Law to proceed forward with development of the Property in a timely manner, subject to all deadlines and requirements required by Applicable Laws;

b. the administrative processes required by, and administrative discretion, including engineering judgment, 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; it is hereby understood that the road and lot configuration shown on Exhibit C is general in nature and may need to be adjusted pursuant to the City's administrative review as preliminary plans are evaluated and subjected to Applicable Law, which adjustments may result in fewer lots than as shown on Exhibit C;

c. the City's inherent legislative power to alter Applicable Law in a general manner;

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; and

g. Property Owners must acquire sole title to the Property – this Agreement shall not be enforceable in any manner unless and until Property Owners acquire, through recorded deed(s), sole title to all of the Property.

6. **Legislative Discretion.** The terms of this Agreement shall only be enforceable against the City to the extent (1) this Agreement is duly authorized by the Ivins City Council and (2) the zone changes described herein are legislatively approved by the Ivins City Council as a separate and distinct legislative action by the City Council pursuant to all legislative authority and discretion vested in the Ivins City Council pursuant to law. 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.

7. **Moratoria.** No City moratorium or other City ordinance, resolution, rule, or regulation enacted after the Effective Date 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 it complies in all respects with applicable state law.

8. **Additional Terms and Conditions.** This Agreement is subject to the standard terms and conditions attached hereto as Exhibit I, 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, AnA Enterprises LLC executes this Agreement as follows:

By: _____
Date Name: Lance Anderson
Position: Manager

*[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 Lance Anderson, Manager of AnA Enterprises LLC.

_____
Notary Public

**PROPERTY OWNER ACCEPTANCE (TEANCUM):**

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

By: _____
Date Name: Lance Anderson
Position: Manager

*[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 Lance Anderson, Manager of Teancum Properties, LLC.

_____
Notary Public

**PROPERTY OWNER ACCEPTANCE (PLATINUM):**

In witness of its intention to be bound by the terms hereof, and in acknowledgement of the sufficiency of its terms as adequate consideration, Platinum Strategies, 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 Platinum Strategies, LLC.

_____
Notary Public

# Exhibit A – Legal Description

*The full legal description of the Property, including Parcel A, Parcel B, Parcel C, and Parcel D.*

PARCEL A
MEDIUM DENSITY, RESIDENTIAL ESTATES DISTRICT,
MINIMUM LOT SIZE 12,500 SF (RE-12.5)

BEGINNING AT A POINT BEING NORTH 89°38'59" WEST 800.42 FEET ALONG THE SECTION LINE AND SOUTH 651.38 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 03°37'31" WEST 219.78 FEET; THENCE NORTH 90°00'00" EAST 88.38 FEET; THENCE SOUTH 03°37'34" WEST 35.23 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°28'08", HAVING A RADIUS OF 5000.00 FEET (RADIUS POINT BEARS SOUTH 86°22'26" EAST), AND WHOSE CHORD BEARS SOUTH 01°53'30" WEST 302.67 FEET; THENCE ALONG THE ARC OF SAID CURVE 302.72 FEET; THENCE SOUTH 00°09'26" WEST 66.67 FEET; THENCE SOUTH 00°09'26" WEST 45.95 FEET; THENCE SOUTH 89°50'34" EAST 21.50 FEET; THENCE SOUTH 89°50'34" EAST 116.45 FEET; THENCE SOUTH 00°09'26" WEST 734.66 FEET; THENCE NORTH 87°00'55" WEST 732.66 FEET; THENCE NORTH 00°08'30" EAST 777.61 FEET; THENCE NORTH 88°00'46" WEST 621.45 FEET; THENCE NORTH 48°04'20" EAST 379.81 FEET; THENCE NORTH 21°57'31" EAST 105.67 FEET; THENCE NORTH 82°30'03" EAST 203.37 FEET; THENCE NORTH 02°35'02" WEST 229.34 FEET; THENCE NORTH 81°50'48" EAST 122.79 FEET; THENCE NORTH 23°12'47" EAST 163.91 FEET; THENCE NORTH 06°13'03" EAST 180.98 FEET; THENCE NORTH 38°57'08" WEST 150.92 FEET; THENCE NORTH 66°18'43" EAST 196.79 FEET; THENCE NORTH 44°16'46" EAST 43.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 11°01'16", HAVING A RADIUS OF 128.50 FEET (RADIUS POINT BEARS NORTH 41°53'35" EAST), AND WHOSE CHORD BEARS SOUTH 53°37'03" EAST 24.68 FEET; THENCE ALONG THE ARC OF SAID CURVE 24.72 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 62°48'32", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 30°52'20" EAST), AND WHOSE CHORD BEARS NORTH 89°28'03" EAST 26.05 FEET; THENCE ALONG THE ARC OF SAID CURVE 27.41 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°47'24", HAVING A RADIUS OF 55.00 FEET (RADIUS POINT BEARS SOUTH 31°56'13" EAST), AND WHOSE CHORD BEARS NORTH 67°27'29" EAST 17.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 18.04 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 48°44'18", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 13°08'49" WEST), AND WHOSE CHORD BEARS NORTH 52°29'02" EAST 20.63 FEET; THENCE ALONG THE ARC OF SAID CURVE 21.27 FEET; THENCE SOUTH 71°26'37" EAST 47.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°54'39", HAVING A RADIUS OF 127.67 FEET (RADIUS POINT BEARS SOUTH 58°11'26" EAST), AND WHOSE CHORD BEARS NORTH 41°15'53" EAST 41.95 FEET; THENCE ALONG THE ARC OF SAID CURVE 42.14 FEET; THENCE NORTH 50°43'13" EAST 103.02 FEET; THENCE NORTH 47°34'36" EAST 43.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°17'17", HAVING A RADIUS OF 500.00 FEET (RADIUS POINT BEARS NORTH 45°46'27" EAST), AND WHOSE CHORD BEARS SOUTH 48°22'11" EAST 72.26 FEET; THENCE ALONG THE ARC OF SAID CURVE 72.33 FEET; THENCE SOUTH 52°30'50" EAST 2.11 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 34°32'32", HAVING A RADIUS OF 871.10 FEET (RADIUS POINT BEARS SOUTH 51°49'54" EAST), AND WHOSE CHORD BEARS SOUTH 20°53'50" WEST 517.25 FEET; THENCE ALONG THE ARC OF SAID CURVE 525.16 FEET; THENCE SOUTH 03°37'34" WEST 186.39 FEET; THENCE SOUTH 86°22'26" EAST 195.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.838 ACRES, MORE OR LESS

PARCEL B
HIGH DENSITY, RESIDENTIAL SINGLE FAMILY DISTRICT,
MINIMUM LOT SIZE 3,000 SF (R-1-3)

BEGINNING AT A POINT BEING NORTH 89°38'59" WEST 116.58 FEET ALONG THE SECTION LINE AND NORTH 151.04 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 37°29'10" WEST 514.11 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°57'52", HAVING A RADIUS OF 450.00 FEET (RADIUS POINT BEARS SOUTH 52°30'50" EAST), AND WHOSE CHORD BEARS SOUTH 24°30'14" WEST 202.18 FEET; THENCE ALONG THE ARC OF SAID CURVE 203.92 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 07°53'44", HAVING A RADIUS OF 450.00 FEET (RADIUS POINT BEARS SOUTH 78°28'42" EAST), AND WHOSE CHORD BEARS SOUTH 07°34'26" WEST 61.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 62.01 FEET; THENCE SOUTH 03°37'34" WEST 459.15 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 15°57'45", HAVING A RADIUS OF 500.00 FEET (RADIUS POINT BEARS SOUTH 86°22'26" EAST), AND WHOSE CHORD BEARS SOUTH 04°21'19" EAST 138.85 FEET; THENCE ALONG THE ARC OF SAID CURVE 139.30 FEET; THENCE SOUTH 12°20'11" EAST 152.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°29'37", HAVING A RADIUS OF 1010.00 FEET (RADIUS POINT BEARS NORTH 12°20'11" WEST), AND WHOSE CHORD BEARS SOUTH 83°54'38" WEST 219.80 FEET; THENCE ALONG THE ARC OF SAID CURVE 220.24 FEET; THENCE NORTH 89°50'34" WEST 12.29 FEET; THENCE NORTH 00°09'26" EAST 66.67 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°28'08", HAVING A RADIUS OF 5000.00 FEET (RADIUS POINT BEARS SOUTH 89°50'34" EAST), AND WHOSE CHORD BEARS NORTH 01°53'30" EAST 302.67 FEET; THENCE ALONG THE ARC OF SAID CURVE 302.72 FEET; THENCE NORTH 03°37'34" EAST 35.23 FEET; THENCE SOUTH 90°00'00" WEST 88.38 FEET; THENCE NORTH 03°37'31" EAST 219.78 FEET; THENCE NORTH 86°22'26" WEST 195.90 FEET; THENCE NORTH 03°37'34" EAST 186.39 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 34°32'32", HAVING A RADIUS OF 871.10 FEET (RADIUS POINT BEARS SOUTH 86°22'26" EAST), AND WHOSE CHORD BEARS NORTH 20°53'50" EAST 517.25 FEET; THENCE ALONG THE ARC OF SAID CURVE 525.16 FEET; THENCE NORTH 52°30'50" WEST 2.11 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°17'17", HAVING A RADIUS OF 500.00 FEET (RADIUS POINT BEARS NORTH 37°29'10" EAST), AND WHOSE CHORD BEARS NORTH 48°22'11" WEST 72.26 FEET; THENCE ALONG THE ARC OF SAID CURVE 72.33 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 08°57'34", HAVING A RADIUS OF 1022.00 FEET (RADIUS POINT BEARS NORTH 43°33'55" WEST), AND WHOSE CHORD BEARS NORTH 41°57'18" EAST 159.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 159.81 FEET; THENCE NORTH 37°28'31" EAST 318.81 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'39", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS SOUTH 52°31'29" EAST), AND WHOSE CHORD BEARS NORTH 82°28'51" EAST 35.36 FEET; THENCE ALONG THE ARC OF SAID CURVE 39.27 FEET; THENCE SOUTH 52°30'50" EAST 507.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.487 ACRES, MORE OR LESS

PARCEL C
MEDIUM DENSITY, RESIDENTIAL ESTATES DISTRICT,
MINIMUM LOT SIZE 12,500 SF (RE-12.5)

BEGINNING AT A POINT BEING NORTH 89°38'59" WEST 513.32 FEET ALONG THE SECTION LINE AND SOUTH 443.31 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 80°45'13" EAST 58.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 49°27'30", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 79°32'20" EAST), AND WHOSE CHORD BEARS SOUTH 35°11'25" EAST 20.92 FEET; THENCE ALONG THE ARC OF SAID CURVE 21.58 FEET; THENCE SOUTH 59°55'10" EAST 42.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°37'51", HAVING A RADIUS OF 524.20 FEET (RADIUS POINT BEARS SOUTH 29°57'32" WEST), AND WHOSE CHORD BEARS SOUTH 38°13'33" EAST 389.60 FEET; THENCE ALONG THE ARC OF SAID CURVE 399.18 FEET; THENCE SOUTH 60°24'51" EAST 189.22 FEET; THENCE SOUTH 00°06'57" WEST 479.19 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 73°05'26", HAVING A RADIUS OF 200.00 FEET (RADIUS POINT BEARS NORTH 08°47'54" EAST), AND WHOSE CHORD BEARS NORTH 44°39'23" WEST 238.18 FEET; THENCE ALONG THE ARC OF SAID CURVE 255.13 FEET; THENCE SOUTH 81°53'20" WEST 93.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 06°03'22", HAVING A RADIUS OF 1000.00 FEET (RADIUS POINT BEARS SOUTH 08°06'40" EAST), AND WHOSE CHORD BEARS SOUTH 78°51'39" WEST 105.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 105.70 FEET; THENCE SOUTH 75°49'58" WEST 112.81 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°49'51", HAVING A RADIUS OF 1010.00 FEET (RADIUS POINT BEARS NORTH 14°10'02" WEST), AND WHOSE CHORD BEARS SOUTH 76°44'53" WEST 32.27 FEET; THENCE ALONG THE ARC OF SAID CURVE 32.27 FEET; THENCE NORTH 12°20'11" WEST 152.10 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 15°57'45", HAVING A RADIUS OF 500.00 FEET (RADIUS POINT BEARS NORTH 77°39'49" EAST), AND WHOSE CHORD BEARS NORTH 04°21'19" WEST 138.85 FEET; THENCE ALONG THE ARC OF SAID CURVE 139.30 FEET; THENCE NORTH 03°37'34" EAST 459.15 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 07°53'44", HAVING A RADIUS OF 450.00 FEET (RADIUS POINT BEARS SOUTH 86°22'26" EAST), AND WHOSE CHORD BEARS NORTH 07°34'26" EAST 61.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 62.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.542 ACRES, MORE OR LESS

PARCEL D

RESORT COMMERCIAL DISTRICT (RC)

BEGINNING AT A POINT BEING NORTH 89°38'59" WEST 738.34 FEET ALONG THE SECTION LINE AND SOUTH 1,274.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°50'34" EAST 12.29 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°29'37", HAVING A RADIUS OF 1010.00 FEET (RADIUS POINT BEARS NORTH 00°09'26" EAST), AND WHOSE CHORD BEARS NORTH 83°54'38" EAST 219.80 FEET; THENCE ALONG THE ARC OF SAID CURVE 220.24 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°49'51", HAVING A RADIUS OF 1010.00 FEET (RADIUS POINT BEARS NORTH 12°20'11" WEST), AND WHOSE CHORD BEARS NORTH 76°44'53" EAST 32.27 FEET; THENCE ALONG THE ARC OF SAID CURVE 32.27 FEET; THENCE NORTH 75°49'58" EAST 112.81 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°03'22", HAVING A RADIUS OF 1000.00 FEET (RADIUS POINT BEARS SOUTH 14°10'02" EAST), AND WHOSE CHORD BEARS NORTH 78°51'39" EAST 105.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 105.70 FEET; THENCE NORTH 81°53'20" EAST 93.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 73°05'26", HAVING A RADIUS OF 200.00 FEET (RADIUS POINT BEARS NORTH 81°53'20" EAST), AND WHOSE CHORD BEARS SOUTH 44°39'23" EAST 238.18 FEET; THENCE ALONG THE ARC OF SAID CURVE 255.13 FEET; THENCE SOUTH 00°06'57" WEST 734.70 FEET; THENCE NORTH 87°00'55" WEST 599.12 FEET; THENCE NORTH 00°09'26" EAST 734.66 FEET; THENCE NORTH 89°50'34" WEST 116.45 FEET; THENCE NORTH 89°50'34" WEST 21.50 FEET; THENCE NORTH 00°09'26" EAST 45.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.481 ACRES, MORE OR LESS

# Exhibit B – Project Details

This exhibit does not identify standards, rights or obligations, but just generally describes the project. Any standards, rights, or obligations related to the features described below that are different from Applicable Law will be found on elsewhere in this Agreement. To the extent any other language in this Agreement conflicts with this exhibit, the other language will supersede.

| Feature | Description |
|---|---|
| Total Acres | Approximately 29.838 acres in Parcel A; approximately 15.487 acres in Parcel B; approximately 7.542 acres in Parcel C; approximately 11.481 acres in Parcel D |
| Total Lots | A maximum of 33 lots in Parcels A and C (including the Large Estate Lot of approximately 10 acres), plus a maximum of 127 minimum 3,000 square foot housing units in ~~the~~ Parcel B; plus a maximum of 160 units in Parcel D (per the Original Agreement) |
| Zoning District | Resort Commercial (RC) — Parcel D; Residential Estates (RE-12.5) — Parcels A and C; Single-Family Residential (R-1-3) — Parcel B, in each case subject to the sub-area specific standards set forth in Exhibit H and, as to the Parcels A and C height limitation, Exhibit F |
| Average Lot Size | Varies by sub-area and underlying zoning district; see Exhibit C |
| Phases | Phased development is permitted per Section 3 (Phasing) of the Agreement |
| Undisturbed Area | Estate lots will only partially be disturbed as described in this Agreement |
| Public Amenities | Chinle Cliffs and Arrowhead Park are nearby, developer will commit $5,224 for each unit constructed in the Resort Commercial Zone (RC) towards the Park Impact Fee fund. See exhibit H, Section II, Paragraph 4 |
| Private Amenities | Barn and corrals on the approximately 10-acre Large Estate Lot; other amenities on all Estate Lots such as swimming pool, courts, etc. All private amenities are allowed only in approved disturbance areas on each Estate Lot |
| Amenity Lot | One lot in Parcel A is set apart for Amenities at the discretion of Developer, see Exhibit C and Exhibit G |
| Electricity | Provided by Developer. After acceptance, owned and maintained by Rocky Mountain Power |
| Gas | Provided by Developer. After acceptance, owned and maintained by Enbridge |
| Water, Sewer, Storm Drain, and Streets (including trails) | Provided by Developer. After acceptance, owned and maintained by Ivins City |
| Land Use Buffering | Larger lots are provided adjacent to the neighboring private parcel to the east and west to limit impact |

# Exhibit C – Project Site and Lot Plans

The Project Site Plan is depicted on that certain "Zone Change Exhibit Mojave Village," dated August 2026, prepared by Kuma Engineering for AnA Enterprises, a copy of which is attached hereto and incorporated herein by this reference (the "Site Plan").

The Site Plan depicts the Property divided into four coded sub-areas, as follows:

(Parcel A): Zoned Residential Estates (RE-12.5), consisting of estate residential lots subject to a maximum building height for all primary and accessory buildings of 18 feet (a deviation from the RE-12.5 base standard of 25 feet under section 16.11.126(1) of the Code, as set forth in Exhibit F). Parcel A includes a Large Estate Lot of approximately 10-acres on which a single-family residence, a barn, corrals, and equestrian/recreational amenities are permitted, consistent with the RE-12.5 zoning designation and section 16.12.113 of the Code. Lots in Parcel A are subject to disturbance limitations as shown on Exhibit E. ~~**NO SHORT-TERM RENTALS ALLOWED**~~All primary and accessory buildings within Parcel A, including the Large Estate Lot, shall be subject to a maximum building height of 18 feet, notwithstanding the otherwise applicable RE-12.5 standards. **NO SHORT-TERM RENTALS ALLOWED**.

(Parcel B): Zoned Single-Family Residential (R-1-3), consisting of lots for detached single-family homes subject to a minimum lot size of 3,000 square foot and a maximum building height of 25 feet, consistent with the base height standard for the R-1-3 District under section 16.11.126(1) of the Code. **NO SHORT-TERM RENTALS ALLOWED**.

(Parcel C): Zoned Residential Estates (RE-12.5), consisting of estate residential lots subject to a maximum building height for all primary and accessory buildings of 18 feet (a deviation from the RE-12.5 base standard of 25 feet under section 16.11.126(1) of the Code, as set forth in Exhibit F). ~~Lots in Parcel C are subject to disturbance limitations as shown on Exhibit E.~~ **NO SHORT-TERM RENTALS ALLOWED**.

(Parcel D): Zoned Resort Commercial (RC), consisting of the resort commercial attached townhome portion of the Project previously approved under the Original Agreement. Parcel D is subject to the Resort Only ("RO") terms set forth in Section II of Exhibit H, including a maximum building height of 35 feet, consistent with the base height standard for the RC District under section 16.11.126(3) of the Code. The maximum building height for all units within the southernmost row of development on Parcel D shall be twenty-five feet (25'), notwithstanding any greater height otherwise permitted by the applicable zoning. The units subject to this restriction shall be specifically identified on the approved development plan attached hereto.

The Lot Plan is depicted on that certain "Lot Exhibit Mojave Village," dated September 2026, prepared by Kuma Engineering for AnA Enterprises, a copy of which is attached hereto and incorporated herein by this reference (the "Lot Plan").

The Lot Plan depicts the lots on the Property, as follows:

(Parcel A): 18 residential lots plus one Amenities Lot

(Parcel B): 127 residential lots

(Parcel C): 15 residential lots.

(Parcel D): 160 resort commercial units

# Exhibit D – Zoning Map

# Exhibit E – Parcel A Maximum Disturbance Areas

# Exhibit F – Modified Standards 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 | Modified Standard |
|---|---|
| Title 16, Chapter 11, §16.11.126(1) (Maximum Height of All Primary Buildings — RE-12.5 District: 25 feet) | Reduces the maximum building height for primary and accessory buildings within Parcels A and C from the RE-12.5 base standard of 25 feet to 18 feet. |
| Disturbance Limitations | Alters the maximum disturbances allowed on lots within Parcel A, as shown on Exhibit E.<br>• Lots within Parcels A shall minimize fill slopes and predominately build structural pads by cutting out the natural slope.<br>• Some fill slopes may be allowed when cuts are exceeding ten vertical feet. All cuts and fills must remain within the disturbance limits.<br>• If retaining walls are used on fill slopes they shall not exceed 3' of exposed wall and shall not be terraced more than 3 tiers.<br>• All fill slopes shall be revegetated and screen with trees and bushes.<br>• All retaining walls shall be constructed of rock consistent with the rock existing on the parcel or a colored concrete that blends with the hillside. No masonry retaining walls shall be allowed.<br>• In addition to screening fill slopes, each structure shall be screened from view by trees and vegetation with a minimum of 8 trees per structure.<br>• All revegetation and screening shall be installed prior to the city issuing certificates of occupancy on those individual lots. if weather does not permit landscaping, a nine (9) month temporary certificate of occupancy will be provided subject to the landscaping being finished.<br>• Driveways and streets that are deemed visible from Old Highway 91 shall be planted with desert trees and bushes to reduce visual impact.<br>• All screening and revegetation foliage shall be suitable for desert environments. |
| Privacy Walls | On Parcels A no privacy walls shall be allowed on the lot lines except where the lot line is adjacent to Parcel B & D. In other areas |

| Code Section/Specification | Modified Standard |
| --- | --- |
| | where Privacy Walls are desired, they shall be setback from the property line at least 10 feet, and when visible from Highway 91 shall be screened with vegetation that when mature covers at least 75 percent of the wall. All areas located within a privacy wall shall be determined to be disturbed regardless of whether the native landscape is disturbed or not. |

# Exhibit G – City Obligations

The City shall complete the following:

1. Allow development of the Property consistent with the Agreement and all Exhibits, including the rezoning of the Parcel D to Resort Commercial (RC), Parcels A and C to Residential Estates (RE-12.5), and Parcel B to Single-Family Residential (R-1-3), subject to the sub-area specific standards set forth in this Agreement. For clarity, all development allowed by the City must meet all required subdivision, engineering, technical and other reviews and requirements of Applicable Laws.

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. Accept the Payment in Lieu described in Exhibit H in lieu of otherwise requiring improved open space and private resort amenities within Parcel A, and apply such funds toward development of the public park adjacent to the Project known as Chinle Park, as more fully described in Exhibit H.

# Exhibit H – Additional Developer Obligations

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

**Section I. General Obligations (Applicable to the Entire Property)**

1. Comply with the Ivins City Code, the Ivins City Standards and Specifications, and all applicable adopted building codes, including the 2024 International Building Code.

2. Obtain a Grading Permit from the Ivins City Public Works Department before any grading begins on the Property, and strictly follow and comply with all conditions of such permit throughout its duration.

3. Comply with all City Master Plans, including the Transportation, Culinary Water, Secondary Water (Irrigation), Sewer, Storm Drain, Parks, and Public Safety Master Plans.

4. Construct the Project in accordance with standard construction procedures.

5. Comply with the development agreement for terms applicable to Developer and Property Owners as the "Adjacent Landowner" and as the "Developer" for the Chinle Cliffs Development Agreement with regard to the portion of land covered by the Chinle Cliffs Development Agreement that is also covered by this Agreement, including the obligation to provide an access easement as defined in the Chinle Cliffs Development Agreement. The access easement is as shown on Exhibit C.

6. Acknowledge the potential shortage of culinary and/or secondary water in the City. Building permits will be issued only upon water availability as determined by the Washington County Water Conservancy District.

7. **Development Guidelines.** Comply with the following development guidelines, which are part of the Project Plans:

    a. Exterior materials shall only be stucco, stone, brick, exposed concrete, or concrete block.

    b. All exterior colors shall comply with City Code Section 16.19.103(5), Building Material Color.

    c. No metal or vinyl siding shall be allowed; however, metal detailing and accents may be permitted on a case-by-case basis (e.g., copper, rusted steel patina).

    d. All exterior lighting shall comply with City Code.

    e. All fencing within or around the Project shall be constructed of colored masonry, rock, stucco, and/or exposed colored concrete.

    f. No metal roofing materials shall be allowed, except that metal detailing and accents may be permitted on a case-by-case basis. All other roofing materials shall comply with City Code.

g. Fire access, turnarounds, and fire hydrants shall be installed in compliance with the Fire Code adopted by Ivins City.

**~~8~~8. Grading Guidelines.** Comply with the following grading guidelines:

a. If grading and/or construction in any phase is suspended for more than six months, implement and maintain interim measures (such as dust control, stormwater management, temporary landscaping and stabilization, and basic site clean-up) to prevent adverse impacts to adjacent properties, roadways, public infrastructure, and neighborhood character.

b. Any area substantially disturbed by grading or construction that is not actively needed for ongoing construction or infrastructure installation for more than 12 months shall be subject to a City-approved restoration plan addressing both erosion control and visual restoration. The restoration plan shall include appropriate recontouring where necessary, revegation with native or native compatible plant species, and maintenance until vegetation is established. Restoration shall be completed within 12 months after the inactivity threshold is reached, subject to appropriate seasonal planting considerations.

c. Occasional or incidental activity shall not, by itself, constitute active construction or exempt an area from these requirements. Temporary erosion and dust control requirements shall continue to apply regardless of whether visual restoration is required.

**9.** Mitigate upstream drainage impacts as necessary. If mitigation measures require improvements on adjacent land, obtain all necessary approvals before installation.

**10.** Provide temporary turnarounds or a temporary loop roadway until the adjacent landowner develops and connects to the stub roads on Guy Lane and Chinle Way as part of the adjacent phases. Developer shall obtain adjacent landowner permission before any such installation.

**11.** Not commence construction of utilities for any phase until an approved final plat map, or other written approval expressly authorized by the City Engineer, is in place for the applicable phase, confirming that all utilities will be located within properly dedicated rights-of-way and/or municipal utility easements.

**12.** Complete the full-width street improvements on Guy Lane to the far extent of the Project as part of the construction improvements for the adjacent phase, including the extension of all utilities.

**13.** Include on any plat subdividing any part of the Property, and in the Project's restrictive covenants, notes identifying this Agreement as applying to development of the Property and any other notes requested by the City reflecting the terms hereof.

**14.** Comply with all requirements of Section 5 (Building Construction) of Exhibit I as to every building constructed within the Property.

**Section II. Parcel D Obligations ("Resort Only" or "RO") — Applicable Exclusively to Parcel D**

*The following obligations were negotiated as part of, and continue in full force and effect from, the Original Agreement. They apply exclusively to Parcel D, and do not apply to Parcel A, Parcel B or Parcel C.*

1. Short-term rental use is permitted only within Parcel D. No unit within the Parcel A, Parcel B or Parcel C may be used, rented, or advertised as a short-term rental.

2. Provide property management for all units within Parcel D, as further described and regulated in this Section II, including provisions governing management responsibilities, operational standards, and enforcement.

3. Height: a maximum height of 35 feet, measured from the approved pad elevation, consistent with the base height standard for the RC District under section 16.11.126(3) of the Code.

4. In lieu of providing resort hotel amenities, pay an in-lieu payment of $5,224.00 per unit (the "Payment in Lieu"), paid at the time of platting for each phase based on the number of units in the phase. These funds shall be made available to the City for completion of the adjacent City park known as Chinle Park, as further described below under "Payment in Lieu Conditions."

5. Contain all parking to a minimum of two enclosed garage spaces per unit, driveways located in front of the garages, and 68 visitor parking spaces located on the interior of Parcel D.

6. Ensure garages are not used for storage in a manner that would prevent the parking of two cars. The on-site property manager shall be responsible for monitoring and enforcing this requirement. Failure of the property manager to prevent or timely correct violations resulting in parking impacts, including spillover parking or obstruction of internal roadways, shall constitute a violation of the Conditional Use Permit and may result in enforcement action by the City, including civil penalties, suspension of short-term rental operations, or revocation of the Conditional Use Permit, as provided by City Code.

7. Design and construct all buildings within Parcel D in accordance with the 2024 International Building Code and classify them as Group R-1 occupancies (to be confirmed with the Building Official).

8. Ensure buildings meet current sprinkler, fire protection, and life safety standards.

9. Meet accessibility (ADA) requirements applicable to the Parcel D.

10. Limit Parcel D to a maximum of 560 bedrooms across all units, with no more than 4 bedrooms in any single unit.

11. Prohibit rooftop decks, rooftop patios, or any other rooftop occupiable spaces.

12. Limit maximum occupancy on any unit rented on a short-term basis to two (2) persons per bedroom, plus two (2) additional persons per unit, unless otherwise limited by applicable Fire Code.

13. Prohibit commercial events, weddings, ceremonies, corporate retreats, or large gatherings unless expressly approved in writing by the City. Outdoor amplified sound is prohibited at all times.

14. Dispose of all trash and refuse generated within Parcel D exclusively in centralized, on-site dumpsters located within designated and screened enclosures. Curbside trash service is prohibited within the Parcel D, and trash or refuse shall not be placed in driveways, along streets, or in public view at any time. The management entity shall ensure that dumpsters are adequately sized, properly maintained, and serviced at a frequency sufficient to prevent overflow or nuisance conditions, and shall ensure compliance following each guest departure.

15. Continuously maintain landscaping, lighting, parking areas, and all exterior improvements within Parcel D in good condition, and correct any deficiencies in a timely manner.

16. All units in Parcel D shall include a private two-car garage, driveway, and backyard.

**Property Management Requirements (Resort Only)**

16. **Property Management Structure.** All dwelling units authorized for use as short-term rentals within the Parcel D ("Short-Term Rental Units") shall be managed by a single, centralized management entity with authority to enforce all operational requirements of this Agreement and applicable City Code. Management may be located on-site or off-site, but shall be located within twenty (20) minutes travel time of the Project. The management entity shall maintain sufficient staffing and authority to comply with the response, enforcement, and monitoring requirements of this Agreement, and shall be designated as the Responsible Party for Parcel D. The management entity and the individual unit owners shall be jointly and severally responsible for compliance with all conditions of approval, operational requirements, and enforcement actions related to Parcel D.

17. **Availability and Response.** The Responsible Party shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year. The management entity shall respond to complaints or City inquiries within one (1) hour. Failure to respond shall constitute a violation of the Conditional Use Permit.

18. **Licensing and Taxes.** The management entity shall maintain all required City business licenses, including a separate business license for each short-term rental and a valid Utah sales tax license. All applicable transient room taxes shall be collected and remitted in accordance with Utah law and City ordinance. Proof of compliance shall be provided annually upon license renewal.

19. **Signage and Contact Information.** Each mailbox in Parcel D shall display a City-approved sign (maximum 12 inches by 18 inches) containing the name and 24-hour phone number of the Responsible Party, the maximum permitted occupancy of the unit, and trash and parking instructions.

20. **Records and Inspection.** The management entity shall maintain accurate records sufficient to demonstrate compliance with the operational requirements of this Agreement, including occupancy limits, booking activity, and tax remittance. Upon reasonable request, such records

shall be made available for inspection by authorized City personnel during normal business hours. Records may be provided electronically.

**Operational Rules and Enforcement (Resort Only)**

21. **Quiet Hours and Noise.** Quiet hours shall be enforced from 10:00 PM to 7:00 AM in all common and outdoor areas of Parcel D. No resident or guest shall create or permit a nuisance as defined by City Code.

22. **Guest Behavior and Conduct.** Prohibited conduct includes events or large gatherings; outdoor amplified sound; use of RVs, trailers, or tents for occupancy; and garage conversions or lock-off rooms that create additional unapproved units.

23. **Centralized Guest Control.** Management shall maintain systems for guest occupancy tracking, vehicle tracking, house rules acknowledgment, and emergency contact information.

24. **Security and Operational Monitoring.** Parcel D shall implement a City-approved security and operational monitoring plan to address routine site management issues associated with short-term rental activity. The plan shall be supplemental to, and shall not replace, municipal police services, and shall include, at a minimum: (a) periodic evening or nighttime site monitoring; (b) incident logging and reporting to management; and (c) monitoring and enforcement of parking restrictions and quiet-hour requirements.

25. **Management Enforcement Authority.** The management entity shall adopt and implement written enforcement mechanisms reasonably designed to deter and correct violations of Project rules and City Code, including, at a minimum: (a) meaningful fines or penalties for violations; (b) escalating consequences for repeated or serious violations; and (c) authority to terminate occupancy and require removal of guests for repeated or serious violations. Failure of the management entity to meaningfully enforce such mechanisms shall constitute a violation of the Conditional Use Permit.

26. **Enforcement.** The owner of each unit shall be liable for violations of this Agreement, the Conditional Use Permit, and applicable City Code. Repeated or material violations, or failure to timely correct violations after notice, may result in enforcement actions as provided by City Code, including civil penalties, suspension of short-term rental operations for affected units for a period of 90 days, or revocation of the Conditional Use Permit, following notice and an opportunity to be heard.

27. **City Access and Inspection.** Management shall provide occupancy and guest logs upon City request. Authorized City personnel may enter common areas of Parcel D during reasonable hours to verify compliance.

28. **Guest Education.** The management entity shall provide all guests with written "Good Neighbor" information regarding parking restrictions, noise and quiet hours, water conservation, trash procedures, emergency contacts, rules of conduct, and penalties for violations.

**Payment in Lieu Conditions (Specific to the Parcel D)**

The City acknowledges the potential adverse impacts of a project with density as high as proposed for Parcel D. In other zones in the City where a project of this density could be proposed, the City would otherwise require improved open space and private amenities to be constructed as project improvements. As Parcel D was approved pursuant to the City's conditional use regulations, the City could condition approval of Parcel D on similar required improved open space and private amenities. Such conditions would mitigate the adverse impacts associated with such high density.

However, Developer has indicated that Developer is materially opposed to any such required conditions. In lieu of such conditions, Developer has proposed that the City accept payment from Developer of $5,224 per unit (the "Payment in Lieu") for the City to use to develop a public park adjacent to the Project (the "Park"), which would have a similar effect of providing space for outdoor activities for the residents of the Project. The Payment in Lieu for any unit shall be due before any final plat is approved that contains that unit.

The City is willing to accept this proposal in lieu of otherwise requiring improved open space and private amenities within Parcel D, conditioned upon Developer waiving any claim that such payments are impact fees subject to the Utah Impact Fee Act in any manner and waiving any claim that such payments are an unconstitutional exaction in any manner. By executing this Agreement, Developer waives such claims and acknowledges that the payments required hereby are constitutional and are a "fee for project improvements" excluded from the definition of an impact fee by UCA 11-36a-102(9)(b). To ensure that any such payments are proportional, the City shall return any portion of such payments not timely used by the City to the then-current owners of any units for which such payment was made. The City will be deemed to have timely used such payments if the funds received are used within five (5) years of the City's receipt of the Payments in Lieu associated with the applicable phase.

The City may use such funds for any purpose related to the development of the Park, including entitlements, design, or any other reasonable pre-construction or construction expenses incurred by the City related to the Park, before using any impact fees or other funding. The City shall pay any such refund to the then-current recorded owners of any units for which the original Payment in Lieu was made, with each such owner receiving an amount equal to the total amount not used, divided by the total number of units for which the original Payment in Lieu was paid.

If Developer or any successor in interest refuses to make any required payment hereunder for any reason, including a claim that the payment is an improper impact fee and/or an unconstitutional exaction, the Conditional Use Permit for Parcel D shall terminate, and the City shall have no obligation to allow any of the uses approved thereby to continue or to issue any building permits for any structures otherwise allowed thereby.

**Section III. Parcels A and C Obligations (Estate Lots) — Applicable Exclusively to Parcels A and C**

1. Comply with a maximum building height of 18 feet for all structures within Parcels A and C, a deviation from the RE-12.5 base standard of 25 feet as set forth in Exhibit F.

2. On the Large Estate Lot of approximately 10 acres, limit development to a single-family residence (a permitted use in the RE-12.5 District), a barn, corrals, and equestrian/recreational

amenities for the keeping of domesticated horses as permitted in the RE-12.5 District under section 16.12.113 of the Code, including compliance with the siting and setback requirements of section 16.12.113(8) and (9).

3. The size of each lot within Parcels A and C, including the Large Estate Lot described above, shall be as shown on the Site Plan and Lot Plan (Exhibit C), consistent with the minimum lot size and dimensional standards of the RE-12.5 District.

4. Comply with the maximum disturbance requirements shown on Exhibit E and the altered standards described on Exhibit F.

5. **Amenities Lot**. In the event Developer determines, in Developer's sole discretion, that development of the lot designated for amenities in Parcel A as shown on the Lot Plan (see Exhibit C) (the "Amenities Lot") is not feasible, Developer may convert the Amenities Lot to a residential lot consistent with the development standards applicable to the Sub-Area in which the Amenities Lot is located. Such conversion is expressly excepted from the definition of Material Change under Section 4 of the Agreement and shall not require City Council approval. Notice of any such conversion, together with the revised lot configuration, shall be provided to the City in writing prior to submission of the final plat reflecting the conversion.

6. **Short-term rental use of any lot or structure within Parcels A and C is prohibited; the RE-12.5 zoning designation does not independently authorize short-term rental use.**

**Section IV. Parcel B Obligations (Minimum 3,000 Square Foot Lot) — Applicable Exclusively to Parcel B**

*Parcel B intended to provide minimum 3,000 square foot lot.*

1. Comply with a maximum building height of 25 feet for all structures within Parcel B, consistent with the base height standard for the R-1-3 District under section 16.11.126(1) of the Code.

2. The size of each lot within Parcel B shall be as shown on the Site Plan and Lot Plan (Exhibit C), consistent with the minimum lot size and dimensional standards of the R-1-3 District.

3. **Short-term rental use of any unit within Parcel B is prohibited.**

# Exhibit I – Standard Terms and Conditions

1. **Agreement:** The Agreement consists of the document to which these terms and conditions are 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~~The Primary Terms, Standard Terms, and Exhibits are all incorporated into and are equally binding parts of this Agreement. They shall be interpreted together and, wherever reasonably possible, in a manner that gives effect to all provisions. If provisions appear to conflict, the more specific provision shall control over a more general provision addressing the same subject, regardless of whether it appears in the Primary Terms, Standard Terms, or 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 includes the plural (and vice versa) and the masculine or neuter gender includes 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, and supersedes and replaces the Original Agreement in its entirety, except as expressly stated herein. 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 applicable portion of the Property, and, other than as to a complete conveyance, no assignment shall be effective without the prior written consent of the City, which consent shall not be unreasonably withheld.

5. **Building Construction:** Except as set forth on Exhibit F, all buildings shall be constructed 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 Modified Standards, 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 City Obligations, which City Obligations the City is under no obligation to otherwise allow or undertake.

7. **No Reliance:** Neither Developer nor Property Owners have relied on any representations of City representatives in any way, including representations about what is allowed related to the development of the Property pursuant to Applicable Laws. For all purposes, Developer and Property Owners 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 Owners expressly waive any claim that exists or may arise in the future that the City is estopped from enforcing any Applicable Laws, regardless of whether Developer or Property Owners 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 Owners based solely on their own analysis of Applicable 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 Owners 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 Owners attempt to develop the Property, all Developer Obligations shall apply to Property Owners 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 Applicable 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 approvals on portions of the Property not related to the noncompliance; provided, that a default by Developer with respect to one sub-area (Parcel A, Parcel B, or Parcel C) shall not, by itself, be deemed a default with respect to a different sub-area unless the noncompliance directly and materially affects that other sub-area.

12. **No Waiver of Governmental Immunity:** Nothing 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 Owners 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 as described herein. The employees of Developer and Property Owners 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 Owners and the City. Developer and Property Owners shall be responsible for all taxes, worker's compensation coverage and insurance coverage. Neither Developer nor Property Owners 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 Owners shall indemnify, 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 Owners, or their officers, employees, agents, or representatives in the performance of the development of the Property, or 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 Owners, 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 Owners' 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 Owners 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 Owners 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 Owners 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 to 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 Owners from any obligation to comply with all applicable federal, state, and local laws,

ordinances, statutes, and/or regulations, except as described in Exhibit F as deviations from City-imposed regulations. Any conflicts or inconsistencies arising in plausible interpretations of the information contained on Exhibit F 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 Owners 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 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 Owners, 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 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.