COMMUNITY GARDEN MEMORANDUM OF UNDERSTANDING

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

(2) Steven L. Camp, individually and in his capacity as Trustee of The Steven L. Camp Family Trust, dated September 13, 2018, as Amended and Completely Restated 11/18/2022 ("Owner")

Property:

Site:	The parcel immediately to the west of Mojave Estates Park, accessed from Main Street at approximately 300 South, in Ivins, Utah (the "Property")
Parcel No.:	I-SB-30-D-1
Size:	0.85 acres
Description:	*See* Exhibit A, fully incorporated herein.
Project Site Plan:	*See* Exhibit B, fully incorporated herein.

Effective Date: _____

PURPOSE AND BACKGROUND

A. The City desires to operate a community garden.

B. Owner is willing to allow the City to develop and operate a community garden on the Property, pursuant to the terms hereof.

C. The City and the Owner have deemed the terms hereof acceptable and desire to enter this Memorandum of Understanding ("MOU") to memorialize the City's right to use the Property.

TERMS

The parties agree as follows:

1. Use of Property; Term. Owner hereby grants the City the right to develop, use and exclusively possess the Property as a community garden as shown on Exhibit B for an initial term of 5 years commencing on the Effective Date. The City may not use the Property for any other use. Members of the public may access the Property solely for the purpose of using the community garden.

2. Termination; Extension of Term. At the conclusion of the initial 5-year term, and during any renewal term thereafter, Owner may terminate this MOU by giving the City written notice of termination at least 180 days prior to the requested date of termination. The date of termination requested by Owner may not be any earlier than the expiration of the initial 5-year term. Notwithstanding the foregoing, the City may terminate this MOU at any time after the Effective Date. If this MOU isn't otherwise terminated as allowed by this Section 2, at the expiration of the initial 5-year term this MOU shall automatically extend for subsequent 1-year terms until terminated as allowed by this Section 2.

3. City Obligations. The City shall have no obligation to pay Owner for the use of the Property. However, the City shall be obligated to, at its own cost, install all improvements necessary to operate the community garden as shown on Exhibit B, including the fencing, irrigation, and protective boulders at least 3' x 3' in size, as shown. The City may alter the configuration as shown on Exhibit B at its discretion at any time so long as the configuration remains fenced and the protective boulders shown on Exhibit B are installed to protect the existing utilities. The City shall pay for all water, electricity, or other utilities used at the Property for the community garden.
4. City Council Approval. The terms of this MOU shall only be enforceable against the City to the extent this MOU is duly authorized by the Ivins City Council.
5. Additional Terms and Conditions. This MOU is subject to the standard terms and conditions attached hereto as Exhibit C in full.

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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 MOU as follows:

_____ By: _____
Date Kevin Smith
Mayor

Attested: By: _____
Kari Jimenez
City Recorder

OWNER ACCEPTANCE:

In witness of his intention to be bound by the terms hereof, and in acknowledgement of the sufficiency of its terms as adequate consideration, Steven L. Camp, individually and in his capacity as Trustee of The Steven L. Camp Family Trust, dated September 13, 2018, as Amended and Completely Restated 11/18/2022 executes this MOU as follows:

_____ By: _____
Date Name: Steven L. Camp, individually and in his capacity as Trustee of The Steven L. Camp Family Trust, dated September 13, 2018, as Amended and Completely Restated 11/18/2022

EXHIBIT A – LEGAL DESCRIPTION

ALL OF PARCEL I-SB-30-D-1 AS DESCRIBED

BEGINNING AT A POINT SOUTH 87°07'00" EAST 524.90 FEET AND NORTH 0°30'43" EAST 650.33 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 15, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION CO., SURVEY OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 89°07'00" WEST 147.94 FEET AND NORTH 0°53'00" EAST 24.75 FEET AND NORTH 0°30'43" EAST 650.33 FEET FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND ALSO ON THE WEST BOUNDARY OF MOJAVE ESTATES ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AND ON FILE IN THE WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH AND RUNNING THENCE SOUTH 0°30'43" WEST ALONG SAID WEST BOUNDARY 280.93 FEET; THENCE NORTH 89°07'00" WEST 132.00 FEET TO A POINT ON THE EAST BOUNDARY OF PARCEL NO. I-SB-29; THENCE NORTH 0°30'43" EAST ALONG SAID BOUNDARY 279.69 FEET; THENCE SOUTH 89°39'08" EAST 132.00 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 17’ OF PARCEL I-SB-30-G AS DESCRIBED

BEGINNING AT A POINT SOUTH 87*07'00" EAST 524.90 FEET AND NORTH 0*30'43" EAST 650.33 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 15, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION CO., SURVEY OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 89*07'00" WEST 147.94 FEET AND NORTH 0*53'00" EAST 24.75 FEET AND NORTH 0*30'43" EAST 650.33 FROM THE EAST QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND ALSO ON THE WEST BOUNDARY OF MOJAVE ESTATES ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AND ON FILE WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH AND RUNNING THENCE NORTH 89*39'08" WEST 132.00 TO A POINT ON THE EAST BOUNDARY OF PARCEL NO. I-SB-29; THENCE NORTH 0*30'43" EAST ALONG SAID PARCEL 319.14 FEET TO A POINT ON THE SOUTH BOUNDARY OF PARCEL NO. I-SB-30-F-1 BETTER DESCRIBED IN THE BOUNDARY LINE AGREEMENT DOC. NO. 00777835; THENCE SOUTH 88*56'40" EAST ALONG SAID BOUNDARY LINE AGREEMENT 132.00 FEET TO A POINT ON SAID WEST BOUNDARY; THENCE SOUTH 0*30'43" WEST ALONG SAID WEST BOUNDARY 317.51 FEET TO THE POINT OF BEGINNING.

EXHIBIT B – GARDEN SITE PLAN

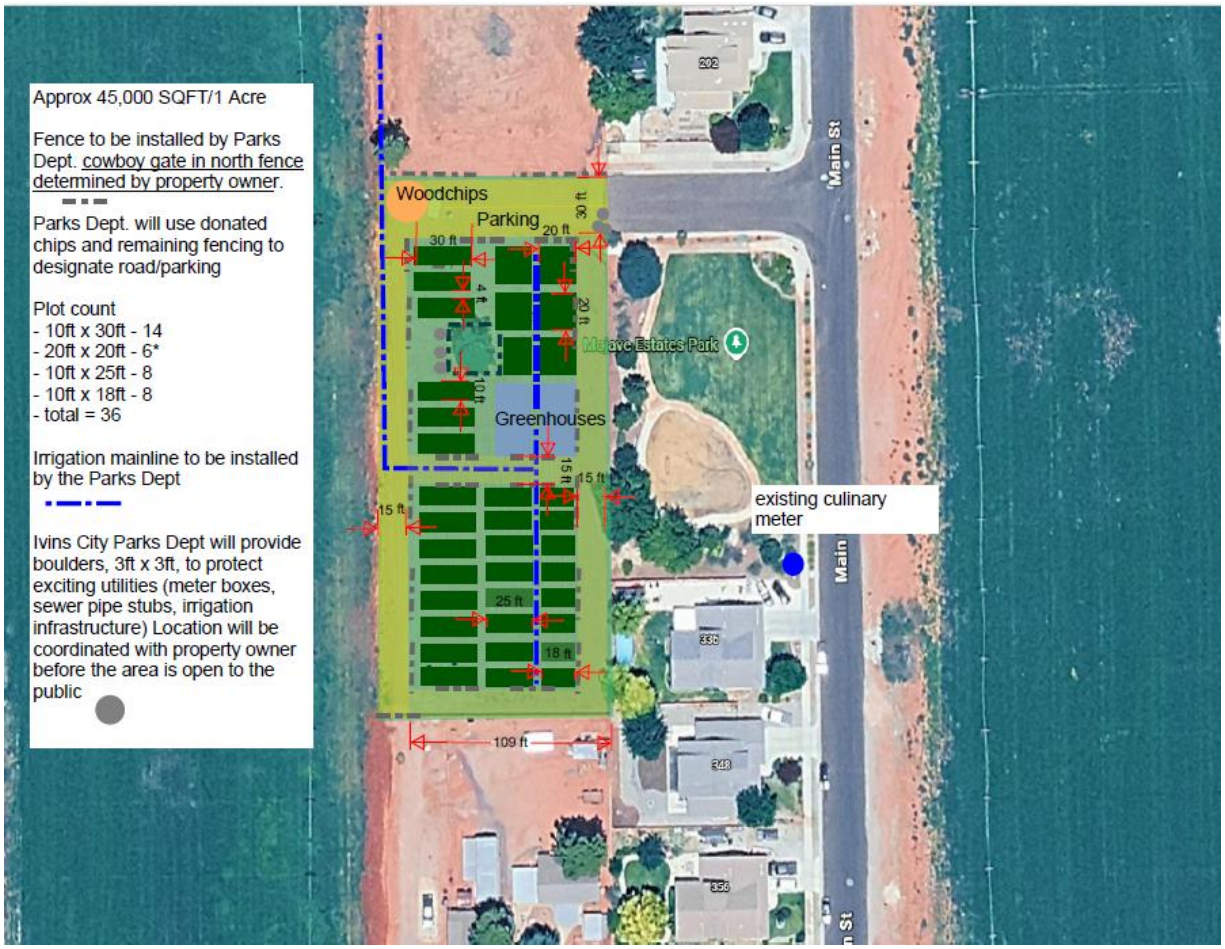


EXHIBIT C – STANDARD TERMS AND CONDITIONS

1. MOU: The MOU 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 Exhibits.

2. Interpretation: Captions and headings are used for reference only and must not be used in construing or interpreting the MOU. All recitals set forth at the beginning of the MOU are fully incorporated into the MOU 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 MOU 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 MOU unless the context requires otherwise. All parties have jointly participated in the negotiation and drafting of the MOU upon advice of their own, independent counsel, or have had the opportunity to do so, and the MOU must be construed fairly and equally as to all parties as if drafted jointly by them.

3. Entire MOU; Amendment: The parties intend that the MOU is the final expression of their agreement and constitutes their entire understanding regarding this subject matter. The MOU 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 MOU. The parties shall not amend or modify the MOU in any way unless in writing signed by the parties.

4. Beneficiaries/Assignment: The MOU shall be binding upon and inure to the benefit of the parties and to their respective heirs, representatives, successors and permitted assignees. The MOU 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 MOU in any manner except as part of a complete conveyance of the Property.

5. MOU to Run with the Land: The MOU shall be deemed to run with the land and shall be binding on all successors and assigns of Owner until terminated as allowed by the MOU. The City may record a Notice of MOU against the Property reflecting the terms of the MOU.

6. No Waiver of Governmental Immunity: Nothing in the MOU shall be deemed a waiver of the protections of governmental immunity applicable by law to the City.

7. Independent Contractor Status: Owner is independent from and is not an employee, officer, or agent of the City for any purposes related hereto and is not entitled to any other benefits from the City other than as described herein. Any employees of Owner shall not be considered to be the employees of the City nor have any contractual relationship with the City. Nothing in the MOU shall be deemed or interpreted to create a partnership or joint venture between Owner and the City. Owner shall be responsible for all taxes, worker's compensation coverage and insurance coverage. Owner shall not use the name, trademarks, copyrighted materials, or any information related to the City in any advertising or publicity without the City's written consent.

8. 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 Owner pursuant to the MOU 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.

9. Notices, Requests, and Communications: All notices, requests, and communications required by the MOU 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 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.

10. Execution: By executing the MOU, the executing individuals acknowledge that (1) they have read the MOU, (2) they understand its terms, (3) they have had the opportunity to have the MOU reviewed by independent counsel, (4) they have the full and complete authority to execute the MOU 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 MOU in full. The failure of any executing individual to date their signature will not affect the validity of the MOU.

11. Counterparts: The parties may execute the MOU 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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