TEMPORARY MAINTENANCE FACILITY AGREEMENT

This TEMPORARY MAINTENANCE FACILITY AGREEMENT ("Agreement") is entered into as of November 13, 2025 ("Effective Date") by and between ENLAW, LLC, a Delaware limited liability company, and BD Resort Center LLC, a Utah limited liability company (collectively, the "Developer"), and the City of Santa Clara, a municipal corporation and political subdivision of the State of Utah ("City" and together with Developer as the "Parties").

RECITALS

WHEREAS, Developer owns or controls approximately 570 acres of land (297.56 within the City) spanning from Pioneer Parkway to the northern and eastern limits of the City's boundary and continuing north and northeast into Ivins City ("Ivins") across the pristine lava flows and north of the Ivins "Horses" roundabout. The portion within the City lies at the City's most northern and eastern boundaries; and

WHEREAS, Developer's real property within the City is described in Exhibit "A" of the Development Agreement (hereafter the "Development Property"); and

WHEREAS, the City and Developer previously entered into that Black Desert Development Agreement ("Development Agreement") recorded with the Washington County Recorder on September 29, 2021, as Doc # 20210063764, as amended by that certain First Amendment to Development Agreement recorded with the Washington County Recorder on February 1, 2024, as Doc # 20240003310; and

WHEREAS, the City and Developer also previously entered into that Temporary Maintenance Facility Agreement dated June 8, 2022, as amended, documenting the City's previous approval of Developer's temporary uses, and which Agreement expired on October 18, 2025, after Developer obtained the maximum number of temporary use extensions available under Santa Clara City Code section 17-24-100; and

WHEREAS, in furtherance of the development set forth in the Development Agreement, Developer desires to maintain the placement of a temporary maintenance facility including the maintenance cart barn located on parcel 7/8 (collectively, the "Maintenance Facility") on the Development Property;

WHEREAS, the City approved it Ordinance 2025-17 amending Chapter 17.24.100 "Temporary Buildings and Uses" on October 22, 2025; and

WHEREAS, this Agreement memorializes and governs the City's new approval of Developer's temporary uses, adopted by vote of the Santa Clara Planning Commission in a public meeting held on November 13, 2025.

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

TERMS

1. Recitals.

The Recitals above are hereby incorporated into this Agreement.

2. Definitions.

Capitalized terms shall have the meanings as defined herein. Any capitalized term not defined herein shall have the meaning ascribed to it in the Development Agreement.

3. Facility.

a. Length of Time: the Maintenance Facility may be installed and located on the Property for a period no longer than 12 months, with up to two (2) extensions of six (6) months each if granted by the Planning Commission for cause shown.

b. Location: the Maintenance Facility will be installed at the location designated in the site plan attached hereto as Exhibit "A".

c. Purpose: the Maintenance Facility will be used for maintenance offices, with a shed that will store maintenance equipment and the cart barn (located on parcel 7/8) that will store the PGA/LPGA utility carts.

d. Structures: the Maintenance Facility will consist of up to 2 trailers, 1 metal shed structure and the cart barn.

e. Fencing: the Maintenance Facility will be screened by a chain-link metal fence, with screening/privacy fabric wrap and the cart barn as it is currently located.

f. Power and Water: electric power and water shall be connected at the meter nearest to the Maintenance Facility. There will be no electric power or water at the cart barn. Power is supplied by generator at the cart barn.

g. Sewer: the sewer for the Maintenance Facility will be connected to the nearest accessible sewer utility. There will be no sewer connection for the cart barn.

h. Dust: the Maintenance Facility entrance is off the paved portion of Red Mountain Road. For dust control on parcel 7/8 where the cart barn is located, Developer will place #2 crushed stone (aggregate) off of Red Mountain Road to the entrance of the Maintenance Facility.

4. Compliance with City Design and Construction Standards.

Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Planned Community, including the payment of fees and compliance with the City's design and construction standards for public improvements which are approved at the time of construction, except as may be specifically set forth otherwise herein. Further, the temporary buildings allowed under this Agreement have been approved by the Planning Commission under Santa Clara City Code section 17.24.100 as amended and will comply with all requirements thereof.

5. Compliance with Planned Community Design Standards.

Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable

architectural, landscape, and other design guidelines for the development and construction of lots and parcels in the Planning Areas.

6. Improvement Costs.

Developer acknowledges and agrees that unless expressly stated otherwise, Developer will bear the costs to install and maintain the Maintenance Facility under this Agreement.

7. Assignment.

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other Party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede a sale by Developer.

8. No Joint Venture; Partnership or Third-Party Rights.

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the Parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

9. Integration.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the Parties hereto.

10. Notices.

Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the Party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the Parties as communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

City:
Santa Clara City
Attn: City Manager
2603 Santa Clara Drive
Santa Clara, Utah 84765

With a copy to:
Santa Clara City Attorney
Attn: Matthew J. Ence
Snow Jensen & Reece, PC
912 West 1600 South, Suite B200
St. George, Utah 84765

Developer:
Enlaw, LLC
BD Resort Center LLC
Attn: Kory Jardine
1500 Black Desert Drive
Ivins, Utah 84738

With a copy to:
Enlaw, LLC
BD Resort Center LLC
Attn: Legal Department
1500 Black Desert Drive
Ivins, Utah 84738

Any Party may change its address by giving written notice to the other Party in accordance with the provisions of this Section.

11. Law and Usage.

Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include all genders, and the term "person" shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. The provision of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

12. Court Costs.

In the event of any litigation between the Parties arising out of or related to this Agreement, the prevailing Party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

13. Expenses.

The Developer and the City shall each pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein.

14. Waiver.

Acceptance by either Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.

15. Effective Date.

This Agreement shall be effective as of the date first set forth above.

(signatures on the following page)

Remainder of page left blank

IN WITNESS WHEREOF, the Parties hereunder have executed this Agreement on the Effective Date.

DEVELOPER:

ENLAW, LLC,
a Delaware limited liability company

By: RS18 Entrada Manager LLC,
a Utah limited liability company
Its: Manager

By: Reef Private Equity LLC,
a Utah limited liability company
Its: Manager

By: _____
Print Name: Justin Belliveau
Title: Manager

BD RESORT CENTER LLC,
a Delaware limited liability company

By: BD Resort Center Manager LLC, a
Utah limited liability company
Its: Manager

By: Reef Private Equity LLC,
a Utah limited liability company
Its: Manager

By: _____
Print Name: Justin Belliveau
Title: Manager

CITY:

CITY OF SANTA CLARA

_____
Rick Rosenberg, Mayor
Attest:

_____
Selena Nez, City Recorder

CITY OF SANTA CLARA
STATE OF UTAH

STATE OF UTAH)
:ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 20 day of November, 2025, by Justin Belliveau, Manager of Reef Private Equity LLC, a Utah limited liability company, who is the Manager of RS18 Entrada Manager LLC, a Utah limited liability company, who is the Manager of ENLAW LLC, a Delaware limited liability company.

My Commission Expires:

1/13/2027

NOTARY PUBLIC
Residing at: Lehi, Ut.

LISA J. RECTOR
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires January 13, 2027
COMMISSION NUMBER 728770

STATE OF UTAH,)
:ss
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 20 day of November 2025, by Justin Belliveau, Manager of Reef Private Equity LLC, a Utah limited liability company, who is the Manager of BD Resort Center Manager LLC, a Utah limited liability company, who is the Manager of BD RESORT CENTER LLC, a Delaware limited liability company.

NOTARY PUBLIC
Residing: Lehi, Ut

My Commission Expires:

1/13/2027

LISA J. RECTOR
NOTARY PUBLIC - STATE OF UTAH
My Commission Expires January 13, 2027
COMMISSION NUMBER 728770

Exhibit A

(Site Plan for maintenance facility and cart barn)



