NOTICE OF A MEETING OF THE VINEYARD REDEVELOPMENT AGENCY BOARD
Sept 13, 2017 – 6:00 PM

Public Notice is hereby given that the Vineyard Redevelopment Agency Board will hold a meeting on Wednesday, September 13, 2017**,** starting at approximately 6:00 PM or as soon thereafter as possible following the City Council meeting in the Vineyard City Hall; 240 East Gammon Road, Vineyard, Utah. The agenda will consist of the following:

Agenda

1. CONSENT AGENDA:

a) Approval of the June 28, 2017 RDA Meeting Minutes

2. ITEMS REQUESTED FOR FUTURE AGENDAS

(Requests for future agenda items are to be submitted to the City Clerk/Recorder the Friday before a City Council meeting. If there will be a cost to the city, project/event requests must be submitted with a fiscal impact analysis or report.)

Item	***Requested by***
No items were submitted.	

3. BUSINESS ITEMS:

3.1 DISCUSSION AND ACTION – <u>Reimbursement Request for the Geneva West Side Property</u>

Anderson Geneva is requesting reimbursement of the west side property for the Oil Reclamation Area (ORA)Placement Phase, Repository Placement Phase, and the Storm Drain Phase. The board will take appropriate action.

4. ADJOURNMENT

RDA meetings are scheduled as needed.

The Public is invited to participate in all Vineyard Redevelopment Agency meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours before the meeting by calling (801) 226-1929.

I the undersigned duly appointed City Recorder for Vineyard, Utah, hereby certify that the foregoing notice and agenda was emailed to the Daily Herald, posted at the Vineyard City Hall, the Vineyard city offices, the Vineyard city website, the Utah Public Notice website, delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: September 12, 2017

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer
PAMELA SPENCER, CITY RECORDER

VINEYARD RDA BOARD STAFF REPORT

Date: 09-11-2017

Agenda Item: 3.1 Reimbursement Request

From: Jacob McHargue

Subject: Westside Reimbursement Requests

Background/Discussion: Anderson Geneva, LLC has made application for RDA funds and is now requesting an agreement with the RDA to establish obligations of each party as well as terms for reimbursement.

Fiscal Impact: a total contribution of $7,500,000.

Storm drain project $750,000

ORA placement $3,000,000

West side repository $3,750,000

Recommendation: The staff recommends approval of these three reimbursement requests with the following conditions.

1. The Anderson group donate the following properties to the city.
    a. .287 Acres with parcel ID 38:507:0013, for a trail connection with the Lindon trail. Due upon signing the agreement.
    b. 4.56 Acres with parcel ID 17:024:0002, for a public works yard. Due upon signing the agreement.
    c. Rights of way for all public roads on the west side dedicated to the city upon completion of construction.

Alternatives: the council may have other ideas for the participation level from the developer.

REIMBURSEMENT AGREEMENT
(Westside Remediation – ORA Placement Phase)

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into as of September ____, 2017 between the VINEYARD REDEVELOPMENT AGENCY, a political subdivision of the State of Utah authorized under Title 17C of the Utah Code ("Agency"), and ANDERSON GENEVA, LLC, a Delaware limited liability company and ICE CASTLE RETIREMENT FUND L.L.C., a Delaware limited liability company (collectively, the "Developer"). Agency and Developer may be referred to as "Party" or "Parties," as appropriate.

RECITALS

A. Agency and Vineyard Town (the "Town") have created the Geneva Urban Renewal Area (the "Project Area") through the adoption of the project area plan (the "Plan") and project area budget (the "Budget") pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, 17C *et seq.*, Utah Code Annotated, as amended (the "Act").

B. Agency and the Town have determined that redevelopment constitutes the performance of an essential public purpose, which protects and promotes the public health, safety, and welfare.

C. The Act grants Agency authority to use Agency funds for environmental remediation, including infrastructure components within the Project Area.

D. The Plan contemplates the use of tax increment and Agency funds for environmental remediation, including infrastructure components within the Project Area.

E. Developer owns real property within the Project Area that requires environmental remediation, including infrastructure components prior to redevelopment (the "Property").

F. Developer is mitigating for prior uses of the Property, and developing additional and new uses of the Property, to achieve compliance with State environmental rules and regulations and to allow for commercial, residential, and retail uses of the Property (the "Development") as contemplated and authorized in the Plan and Budget.

G. The Development is expected to continue to create construction, direct and indirect jobs, and significantly increase taxable values for the Town and other applicable taxing entities.

H. Developer has spent significant amounts of private money toward the environmental remediation, including infrastructure components of the Property.

I. Agency has issued bonds secured by tax increment generated within the Project Area to help fund environmental remediation, including infrastructure components within the Project Area as authorized in the Plan and Budget.

J. On June 30, 2016, Developer applied to Agency (the "Application") for a grant of Agency Funds in an amount of $3,000,000 to provide the funding required to place the ORA materials as fill for the anticipated roads, parking and future Frontrunner stop platform on a portion of the Property (the "ORA Placement Phase"). A copy of the Application is attached as **Exhibit A**.

K. On July 27, 2016, Agency approved the grant of Agency Funds as described in this Agreement for the ORA Placement Phase. A copy of the minutes of the July 27, 2016 Agency board meeting approving the Application is attached as **Exhibit B** (relevant portions highlighted).

L. The purpose of this Agreement is to memorialize the approval decision of Agency and to state the obligations of the Parties to this Agreement for reimbursement of the costs for the ORA Placement Phase as approved by Agency.

M. Agency is authorized to enter into this Agreement with Developer and utilize Agency funds for the purposes set forth herein pursuant to Section 17C-1-202 of the Act.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, Developer and Agency agree as follows:

1. Development of the Property. Developer agrees to work to develop the Property consistent with this Agreement, the development plan and site plans, which have already, or may be from time to time, approved by the Town for the Property and consistent with applicable zoning, building and land use laws. As a general matter, the intent of this Agreement is to enable Developer to construct the ORA Placement Phase for benefit the Town and its residents.

2. Reimbursement for Reimbursable Activities, and Amendments to Work Plans.

2.1. The activities described **Exhibit C** are necessary for the construction of the ORA Placement Phase of the Property (the "Reimbursable Activities"). The costs and quantities listed on Exhibit C are estimates only based on the Parties' current understanding of the work required on the Property. As the actual activities to be performed may be different from those listed on Exhibit C, the Reimbursable Activities shall be deemed modified as may be required by actual conditions on the Property. Material changes to the Reimbursable Activities described on Exhibit C may be requested in writing by Developer, subject to approval by Agency, which approval shall not be unreasonably withheld or delayed.

2.2. Agency shall reimburse the Developer for Developer's costs actually incurred for all Reimbursable Activities at the Property, in an amount estimated to be approximately $3,000,000.

2.3. Developer may perform the Reimbursable Activities itself or contract with others to perform the Reimbursable Activities.

2.4. Developer shall pay and submit an affidavit of payment for the incurred costs of the Reimbursable Activities prior to Agency making reimbursement to Developer. Reimbursable Activities shall be reimbursed to Developer pursuant to the submission and reimbursement process set forth in Section 5.

2.5. The Parties agree to revise the Agreement within thirty (30) days of written notice from Agency, if required by changes in circumstances imposed by changes in the law through judicial interpretation, legislative action or changes in interpretation of the law by a department of the State of Utah.

3. Compliance with Approved Work Plans, Laws, Rules and Regulations; Town Inspections and Acceptance.

3.1. Developer shall carry out the Reimbursable Activities in accordance with applicable laws and regulations, including those of the Utah Department of Environmental Quality.

3.2. The Reimbursable Activities shall be subject to inspection by a duly authorized agent of the Town and the Town shall be allowed access to all parts of the work and shall be furnished with such information from Developer or its agent as is required by the Town to make a complete inspection of the Reimbursable Activities. Developer and the Town will enter into such other agreements as may be appropriate in the circumstances to effectuate the inspection, approval and acceptance of the Reimbursable Activities.

3.3. When Developer or its agent completes all the Reimbursable Activities, as inspected by the Town or its authorized agent as provided for in Section 4.2, to be accepted by the Town, a request by Developer or its agent for a final inspection shall be made to the Town, and upon final inspection shall be accepted by the Town.

3.4. Developer agrees to provide to the Town such easements as is necessary for the construction and maintenance of the improvements associates with the Reimbursable Activities.

4. Developer to Provide Information.

4.1. If requested by Agency in writing, Developer shall provide written proof to Agency of waiver of liens by the environmental consultants, contractors and subcontractors performing services or providing materials for work performed as part of the Reimbursable Activities prior to any reimbursement.

4.2. Except as otherwise noted below, documentation related to a request for reimbursement shall be submitted to Agency upon incremental completion of said approved Reimbursable Activities, but in no event more frequently than monthly. Documentation for Reimbursable Activities performed by Developer prior to this Agreement shall be provided to Agency within 90 days of the effective date of this Agreement. Developer shall submit the following documentation:

4.2.1. a written statement detailing the incurred costs of the Reimbursable Activities for which reimbursement is sought;

4.2.2. if necessary, a written explanation as to why said incurred costs qualify as Reimbursable Activities;

4.2.3. copies of invoices from contractors, engineers or others who provided such services or, for Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and

4.2.4. any other information which may be reasonably required by Agency to verify that the incurred costs qualify for reimbursement by Agency under this Agreement.

5. Agency to Determine Amount to be Reimbursed.

5.1. Within thirty (30) days after Developer has submitted documentation requesting reimbursement, Agency shall decide as to the eligibility for reimbursement, based upon the reasonable and necessary costs of the Reimbursable Activities approved by Agency, as applicable, and notify Developer of the determination. Agency shall not be obligated to make any reimbursement payment to Developer until the required supporting documentation (as described in Section 4.2) has been submitted to Agency.

5.2. Reimbursement payments to Developer shall be made by Agency within 30 days from submittal of all supporting documentation to Agency (as described in Section 4.2). Reimbursement payments shall be made to Anderson Geneva, LLC at the address set forth in Section 10.

5.3. If Agency determines that a requested reimbursement for incurred costs is inconsistent with the terms of this Agreement, Agency shall notify Developer in writing of its reasons for rejection within the thirty (30) day time for review Developer shall be provided an opportunity to meet with Agency and provide additional information.

5.4. Developer shall not be reimbursed by Agency for any approved Reimbursable Activities that have been or will be reimbursed or credited against other obligations by any other governmental or other entity.

6. Indemnification. Developer shall indemnify, hold harmless, and defend Agency, the Town, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omission of Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in implementing the Reimbursable Activities or arising in any way from this Agreement including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between Developer and any person or company for the performance of Reimbursable Activities or the terms of this Agreement, including claims due to construction delays.

7. Insurance.

7.1. As applicable, Developer shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted doing business in the State of Utah.

7.2. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Utah.

7.3. Commercial General Liability Insurance on an "Occurrence Basis "with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit. Coverage shall include the following: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractors Coverage; and (d) Broad Form General Liability Endorsement or Equivalent.

7.4. Motor Vehicle Liability Insurance, including Utah No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

7.5. It is understood and agreed that Developer shall provide written notice to the Agency within thirty (30) days of Developer becoming aware of cancellation, non-renewal or material change in the coverages listed in this Section 8.

7.6. Developer shall provide proof of insurance coverages described above upon request from Agency.

8. Default.

8.1. Default. If either Agency or Participant fails to perform or delays performance of any material term or provision of this Agreement, such conduct not cured within the applicable cure period set forth in this Section 5 constitutes a default of this Agreement ("Default"). The Party in default must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within the periods provided herein.

8.2. Notice. If a Default under this Agreement occurs, the non-defaulting party shall give written notice (a "Default Notice") of the Default to the defaulting party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

8.3. Cure Period. The non-defaulting party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement or pursue such other rights and remedies as it may have.

8.4. Rights and Remedies. Upon the occurrence of a Default (following the expiration of the applicable cure period provided herein or by law), the non-defaulting party shall have all rights and remedies against the defaulting party as may be available at law or in equity to cure, correct or remedy any Default, to terminate this Agreement, to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting party.

9. Miscellaneous Provisions.

9.1. Notices. All notices, requests, demands and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the Party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the address identified below; or to such other Party at such other address as shall be given in writing in accordance herewith.

If to the Agency, to: Vineyard Town Redevelopment Agency
25 South Main Street
Vineyard, UT 84058

with a copy to: David L. Church
BLAISDELL, CHURCH & JOHNSON
5995 S. Redwood Road
Salt Lake City UT 84123
E-mail: dchurch@bcjlaw.com

If to Developer, to:	Anderson Geneva, LLC 9537 South 700 East Sandy, UT 84070 E-mail: gerald@and-dev.com and mike@and-dev.com
with a copy to:	Jeffrey N. Walker WALKER LAW GROUP 9533 South 700 East, Suite 201 Sandy, UT 84070 E-mail: walker@walklawgroup.com
	David E. Gee PARR BROWN GEE & LOVELESS 101 South 200 East, Suite 700 Salt Lake City, UT 84111 E-mail: dgee@parrbrown.com

9.2. Successors and Assigns; Assignments. There are no other intended beneficiaries to this Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; however, Developer shall not assign this Agreement without the prior written consent of the Agency. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.

9.3. Incorporation of Exhibits. All exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

9.4. Authority. Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards the representing and warranting Party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; and (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

9.5. Term. This Agreement shall terminate upon the earlier of (a) payment of the Reimbursable Activities to Developer or (b) written confirmation provided by Developer to Agency stating that further reimbursement as contemplated herein is not necessary and requesting termination of this Agreement.

9.6. Venue. All legal actions between the Parties arising under this Agreement shall be conducted exclusively in the Fourth District Court for the State of Utah located in Utah County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

9.7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9.8. Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

9.9. Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the Parties contained in or made pursuant to this Agreement shall survive the execution of this Agreement.

9.10. Effective Date. This Agreement shall become effective when approved and executed by Agency and Developer.

9.11. Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth herein.

9.12. Force Majeure. Whenever either Party to this Agreement shall be required to perform any contract, work, labor or service, or to comply with this Agreement, or any other laws, rules, orders, ordinances, regulations or zoning regulations, such Party shall not be deemed to be in default under this Agreement and the other Party shall not enforce or exercise any of its rights under this Agreement with regard to such other Party's default if and for so long as such non-performance or default shall be caused by Force Majeure (herein defined); provided, however, that such Party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinafter specified. The provisions of this section shall not excuse any failure or delay in the payment of any monetary amount required to be paid in accordance with this Agreement, nor shall it excuse the Agency from performing if the Agency has direct or indirect control over any such Force Majeure event, nor shall it excuse the Developer from performing if the developer has direct or indirect control over any such Force Majeure event. "Force Majeure" shall mean acts of God; acts of public enemies; fire or other casualties; acts, failure to act, orders, restraints or delays of any government or any governmental agency, department, committee, council or other entity; explosions; insurrections; failure or delay in obtaining permits or other approvals required under applicable law; civic disturbances; riots; delays of any contractor, subcontractor or supplier; litigation; strikes; landslides; earthquakes; storms; winds in excess of 75 mph; hurricanes; tornadoes and floods, and other conditions beyond the reasonable control of the Party whose obligations are excused.

9.13. Further Assurances. Each Party will, whenever and as often as it shall be reasonably requested by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, as may be necessary to carry out the terms and conditions of this Agreement. Each Party further covenants that from and after the effective date, each Party shall use reasonable efforts to cooperate with each other to secure all consents, approvals, authorizations and otherwise take such further actions necessary to affect the Development and other activities contemplated by this Agreement.

9.14. Consents and Approval to be Reasonable. Except as otherwise specially provided in this Agreement, all consents and approvals required under this Agreement shall not be unreasonably withheld or delayed. To the extent permitted by law, either Party shall be entitled to conclusively rely on the consent or approval of the other provided the same is executed by those persons holding the offices or authorized to perform the duties of such offices specified herein.

9.15. Entire Agreement. This Agreement represents the entire agreement, as it exists at the time of the signing of this Agreement between the Parties. This Agreement may not be amended, altered or modified unless the Party against whom enforcement of any waiver, modification or discharge is sought agrees in writing.

9.16. Participant and Participation Agreement. The Developer is a "Participant" and this Agreement qualifies as a "Participation Agreement" as these terms are defined in Section 17C-1-102 (38) and (39) of the Act.

VINEYARD REDEVELOPMENT AGENCY, a political subdivision of the State of Utah

By: ____________________________________

________________, Chair

ANDERSON GENEVA, LLC, a Delaware limited liability company

By: ____________________________________

Name: Gerald A. Anderson

Title: Manager

ICE CASTLE RETIREMENT FUND L.L.C., a Delaware limited liability company

By: ____________________________________

Name: Glen Pettit

Title: Manager

EXHIBIT A

Application

EXHIBIT B

Minutes

EXHIBIT C

Reimbursable Package

REIMBURSEMENT AGREEMENT
(Westside Remediation – Repository Placement Phase)

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into as of September ____, 2017 between the VINEYARD REDEVELOPMENT AGENCY, a political subdivision of the State of Utah authorized under Title 17C of the Utah Code ("Agency"), and ANDERSON GENEVA, LLC, a Delaware limited liability company and ICE CASTLE RETIREMENT FUND L.L.C., a Delaware limited liability company (collectively, the "Developer"). Agency and Developer may be referred to as "Party" or "Parties," as appropriate.

RECITALS

A. Agency and Vineyard Town (the "Town") have created the Geneva Urban Renewal Area (the "Project Area") through the adoption of the project area plan (the "Plan") and project area budget (the "Budget") pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, 17C *et seq.*, Utah Code Annotated, as amended (the "Act").

B. Agency and the Town have determined that redevelopment constitutes the performance of an essential public purpose, which protects and promotes the public health, safety, and welfare.

C. The Act grants Agency authority to use Agency funds for environmental remediation within the Project Area.

D. The Plan contemplates the use of tax increment and Agency funds for environmental remediation within the Project Area.

E. Developer owns real property within the Project Area that requires environmental remediation prior to redevelopment (the "Property").

F. Developer is mitigating for prior uses of the Property, and developing additional and new uses of the Property, to achieve compliance with State environmental rules and regulations and to allow for commercial, residential, and retail uses of the Property (the "Development") as contemplated and authorized in the Plan and Budget.

G. The Development is expected to continue to create construction, direct and indirect jobs, and significantly increase taxable values for the Town and other applicable taxing entities.

H. Developer has spent significant amounts of private money toward the environmental remediation of the Property.

I. Agency has issued bonds secured by tax increment generated within the Project Area to help fund environmental remediation within the Project Area as authorized in the Plan and Budget.

J. On June 30, 2016, the Developer applied to Agency (the "Application") for a grant of Agency Funds in an amount of $3,750,000 to provide the funding required to remediate the Project, including mobilization, removal of repository materials, compact, shape and grade the placement of said materials, import, place and compact the cap materials, including top soil, hydroseed cap of repository, and confirmation and testing of samples from the Property (the "Repository Placement Phase"). A copy of the Application is attached as **Exhibit A**.

K. On July 27, 2016, Agency approved the grant of Agency Funds as described in this Agreement for the Repository Placement Phase. A copy of the minutes of the July 27, 2016 Agency board meeting approving the Application is attached as **Exhibit B** (relevant portions highlighted).

L. The purpose of this Agreement is to memorialize the approval decision of Agency and to state the obligations of the Parties to this Agreement for reimbursement of the costs for the Repository Placement Phase as approved by Agency.

M. Agency is authorized to enter into this Agreement with Developer and utilize Agency funds for the purposes set forth herein pursuant to Section 17C-1-202 of the Act.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, Developer and Agency agree as follows:

1. Development of the Property. Developer agrees to work to develop the Property consistent with this Agreement, the development plan and site plans, which have already, or may be from time to time, approved by the Town for the Property and consistent with applicable zoning, building and land use laws. As a general matter, the intent of this Agreement is to enable Developer to construct the Repository Placement Phase for benefit the Town and its residents.

2. Reimbursement for Reimbursable Activities, and Amendments to Work Plans.

2.1 The activities described **Exhibit C** are necessary for the construction of the Repository Placement Phase of the Property (the "Reimbursable Activities"). The costs and quantities listed on Exhibit C are estimates only based on the Parties' current understanding of the work required on the Property. As the actual activities to be performed may be different from those listed on Exhibit C, the Reimbursable Activities shall be deemed modified as may be required by actual conditions on the Property. Material changes to the Reimbursable Activities described on Exhibit C may be requested in writing by Developer, subject to approval by Agency, which approval shall not be unreasonably withheld or delayed.

2.2 Agency shall reimburse Developer for Developer's costs actually incurred for all Reimbursable Activities at the Property, in an amount estimated to be approximately $3,750,000.

2.3 Developer may perform the Reimbursable Activities itself or contract with others to perform the Reimbursable Activities.

2.4 Developer shall pay and submit an affidavit of payment for the incurred costs of the Reimbursable Activities prior to Agency making reimbursement to the Developer. Reimbursable Activities shall be reimbursed to Developer pursuant to the submission and reimbursement process set forth in Section 5.

2.5 The Parties agree to revise the Agreement within thirty (30) days of written notice from Agency, if required by changes in circumstances imposed by changes in the law through judicial interpretation, legislative action or changes in interpretation of the law by a department of the State of Utah.

3. Compliance with Approved Work Plans, Laws, Rules and Regulations. Developer shall carry out Reimbursable Activities in accordance with applicable laws and regulations, including those of the Utah Department of Environmental Quality.

4. Developer to Provide Information.

4.1. If requested by Agency in writing, Developer shall provide written proof to the Agency of waiver of liens by the environmental consultants, contractors and subcontractors performing services or providing materials for work performed as part of the Reimbursable Activities prior to any reimbursement.

4.2. Except as otherwise noted below, documentation related to a request for reimbursement shall be submitted to Agency upon incremental completion of said approved Reimbursable Activities, but in no event more frequently than monthly. Documentation for Reimbursable Activities performed by Developer prior to this Agreement shall be provided to Agency within 90 days of the effective date of this Agreement. Developer shall submit the following documentation:

4.2.1. a written statement detailing the incurred costs of the Reimbursable Activities for which reimbursement is sought;

4.2.2. if necessary, a written explanation as to why said incurred costs qualify as Reimbursable Activities;

4.2.3. copies of invoices from contractors, engineers or others who provided such services or, for Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and

4.2.4. any other information which may be reasonably required by the Agency to verify that the incurred costs qualify for reimbursement by Agency under this Agreement.

5. Agency to Determine Amount to be Reimbursed.

5.1. Within thirty (30) days after Developer has submitted documentation requesting reimbursement, Agency shall decide as to the eligibility for reimbursement, based upon the reasonable and necessary costs of the Reimbursable Activities approved by Agency, as applicable, and notify Developer of the determination. Agency shall not be obligated to make any reimbursement payment to Developer until the required supporting documentation (as described in Section 4.2) has been submitted to Agency.

5.2. Reimbursement payments to Developer shall be made by Agency within 30 days from submittal of all supporting documentation to Agency (as described in Section 4.2). Reimbursement payments shall be made to Anderson Geneva, LLC at the address set forth in Section 10.

5.3. If Agency determines that a requested reimbursement for incurred costs is inconsistent with the terms of this Agreement, Agency shall notify Developer in writing of its reasons for rejection within the thirty (30) day time for review Developer shall be provided an opportunity to meet with Agency and provide additional information.

5.4. Developer shall not be reimbursed by Agency for any approved Reimbursable Activities that have been or will be reimbursed or credited against other obligations by any other governmental or other entity.

6. Indemnification. Developer shall indemnify, hold harmless, and defend Agency, the Town, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omission of Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in implementing the Reimbursable Activities or arising in any way from this

Agreement including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between Developer and any person or company for the performance of Reimbursable Activities or the terms of this Agreement, including claims due to construction delays.

7. Insurance.

7.1. As applicable, Developer shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Utah.

7.2. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Utah.

7.3. Commercial General Liability Insurance on an "Occurrence Basis "with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit. Coverage shall include the following: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractors Coverage; and (d) Broad Form General Liability Endorsement or Equivalent.

7.4. Motor Vehicle Liability Insurance, including Utah No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

7.5. It is understood and agreed that Developer shall provide written notice to Agency within thirty (30) days of Developer becoming aware of cancellation, non-renewal or material change in the coverages listed in this Section 8.

7.6. Developer shall provide proof of insurance coverages described above upon request from Agency.

8. Default.

8.1. Default. If either Agency or Participant fails to perform or delays performance of any material term or provision of this Agreement, such conduct not cured within the applicable cure period set forth in this Section 4 constitutes a default of this Agreement ("Default"). The Party in default must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within the periods provided herein.

8.2. Notice. If a Default under this Agreement occurs, the non-defaulting party shall give written notice (a "Default Notice") of the Default to the defaulting party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

8.3. Cure Period. The non-defaulting party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, the non-defaulting party, at its option, may institute an action for specific performance of the terms of this Agreement or pursue such other rights and remedies as it may have.

8.4. Rights and Remedies. Upon the occurrence of a Default (following the expiration of the applicable cure period provided herein or by law), the non-defaulting party shall have all rights and remedies against the defaulting party as may be available at law or in equity to cure, correct or remedy any Default, to terminate this Agreement, to obtain specific performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such rights and remedies are cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting party.

9. Miscellaneous Provisions.

9.1. Notices. All notices, requests, demands and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the Party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the address identified below; or to such other Party at such other address as shall be given in writing in accordance herewith.

If to the Agency, to:	Vineyard Town Redevelopment Agency 25 South Main Street Vineyard, UT 84058
with a copy to:	David L. Church BLAISDELL, CHURCH & JOHNSON 5995 S. Redwood Road Salt Lake City UT 84123 E-mail: dchurch@bcjlaw.com
If to Developer, to:	Anderson Geneva, LLC 9537 South 700 East Sandy, UT 84070 E-mail: gerald@and-dev.com and mike@and-dev.com
with a copy to:	Jeffrey N. Walker WALKER LAW GROUP 9533 South 700 East, Suite 201 Sandy, UT 84070 E-mail: walker@walklawgroup.com

David E. Gee
PARR BROWN GEE & LOVELESS
101 South 200 East, Suite 700
Salt Lake City, UT 84111
E-mail: dgee@parrbrown.com

9.2. Successors and Assigns; Assignments. There are no other intended beneficiaries to this Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; however, Developer shall not assign this Agreement without the prior written consent of Agency. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.

9.3. Incorporation of Exhibits. All exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

9.4. Authority. Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards the representing and warranting Party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; and (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

9.5. Term. This Agreement shall terminate upon the earlier of (a) payment of the Reimbursable Activities to Developer or (b) written confirmation provided by Developer to Agency stating that further reimbursement as contemplated herein is not necessary and requesting termination of this Agreement.

9.6. Venue. All legal actions between the Parties arising under this Agreement shall be conducted exclusively in the Fourth District Court for the State of Utah located in Utah County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

9.7. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9.8. Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.

9.9. Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the Parties contained in or made pursuant to this Agreement shall survive the execution of this Agreement.

9.10. Effective Date. This Agreement shall become effective when approved and executed by Agency and Developer.

9.11. Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth herein.

9.12. Force Majeure. Whenever either Party to this Agreement shall be required to perform any contract, work, labor or service, or to comply with this Agreement, or any other laws, rules, orders, ordinances, regulations or zoning regulations, such Party shall not be deemed to be in default under this Agreement and the other Party shall not enforce or exercise any of its rights under this Agreement with regard to such other Party's default if and for so long as such non-performance or default shall be caused by Force Majeure (herein defined); provided, however, that such Party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinafter specified. The provisions of this section shall not excuse any failure or delay in the payment of any monetary amount required to be paid in accordance with this Agreement, nor shall it excuse the Agency from performing if the Agency has direct or indirect control over any such Force Majeure event, nor shall it excuse Developer from performing if the developer has direct or indirect control over any such Force Majeure event. "Force Majeure" shall mean acts of God; acts of public enemies; fire or other casualties; acts, failure to act, orders, restraints or delays of any government or any governmental agency, department, committee, council or other entity; explosions; insurrections; failure or delay in obtaining permits or other approvals required under applicable law; civic disturbances; riots; delays of any contractor, subcontractor or supplier; litigation; strikes; landslides; earthquakes; storms; winds in excess of 75 mph; hurricanes; tornadoes and floods, and other conditions beyond the reasonable control of the Party whose obligations are excused.

9.13. Further Assurances. Each Party will, whenever and as often as it shall be reasonably requested by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, as may be necessary to carry out the terms and conditions of this Agreement. Each Party further covenants that from and after the effective date, each Party shall use reasonable efforts to cooperate with each other to secure all consents, approvals, authorizations and otherwise take such further actions necessary to affect the Development and other activities contemplated by this Agreement.

9.14. Consents and Approval to be Reasonable. Except as otherwise specially provided in this Agreement, all consents and approvals required under this Agreement shall not be unreasonably withheld or delayed. To the extent permitted by law, either Party shall be entitled to conclusively rely on the consent or approval of the other provided the same is executed by those persons holding the offices or authorized to perform the duties of such offices specified herein.

9.15. Entire Agreement. This Agreement represents the entire agreement, as it exists at the time of the signing of this Agreement between the Parties. This Agreement may not be amended, altered or modified unless the Party against whom enforcement of any waiver, modification or discharge is sought agrees in writing.

9.16. Participant and Participation Agreement. The Developer is a "Participant" and this Agreement qualifies as a "Participation Agreement" as these terms are defined in Section 17C-1-102 (38) and (39) of the Act.

[Signature Page Immediately Follows]

VINEYARD REDEVELOPMENT AGENCY, a political subdivision of the State of Utah

By: ____________________________________
________________, Chair

ANDERSON GENEVA, LLC, a Delaware limited liability company

By: ___________________________________
Name: Gerald A. Anderson
Title: Manager

ICE CASTLE RETIREMENT FUND L.L.C., a Delaware limited liability company

By: ___________________________________
Name: Glen Pettit
Title: Manager

EXHIBIT A

Application

EXHIBIT B

Minutes

EXHIBIT C

Reimbursable Package

REIMBURSEMENT AGREEMENT
(Westside Remediation – Storm Drain Phase)

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is entered into as of September ____, 2017 between the VINEYARD REDEVELOPMENT AGENCY, a political subdivision of the State of Utah authorized under Title 17C of the Utah Code ("Agency"), and ANDERSON GENEVA, LLC, a Delaware limited liability company and ICE CASTLE RETIREMENT FUND L.L.C., a Delaware limited liability company (collectively, the "Developer"). Agency and Developer may be referred to as "Party" or "Parties," as appropriate.

RECITALS

A. Agency and Vineyard Town (the "Town") have created the Geneva Urban Renewal Area (the "Project Area") through the adoption of the project area plan (the "Plan") and project area budget (the "Budget") pursuant to the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, 17C *et seq.*, Utah Code Annotated, as amended (the "Act").

B. Agency and the Town have determined that redevelopment constitutes the performance of an essential public purpose, which protects and promotes the public health, safety, and welfare.

C. The Act grants Agency authority to use Agency funds for environmental remediation, including infrastructure components within the Project Area.

D. The Plan contemplates the use of tax increment and Agency funds for environmental remediation, including infrastructure components within the Project Area.

E. Developer owns real property within the Project Area that requires environmental remediation, including infrastructure components prior to redevelopment (the "Property").

F. Developer is mitigating for prior uses of the Property, and developing additional and new uses of the Property, to achieve compliance with State environmental rules and regulations and to allow for commercial, residential, and retail uses of the Property (the "Development") as contemplated and authorized in the Plan and Budget.

G. The Development is expected to continue to create construction, direct and indirect jobs, and significantly increase taxable values for the Town and other applicable taxing entities.

H. Developer has spent and continues to spend significant amounts of private money toward the environmental remediation, including infrastructure components of the Property.

I. The Agency has issued bonds secured by tax increment generated within the Project Area to help fund environmental remediation, including infrastructure components within the Project Area as authorized in the Plan and Budget.

J. On June 30, 2016, the Developer applied to Agency (the "Application") for a grant of Agency Funds in an amount of $750,000 to provide the funding required to construct a storm drain on a portion of the Property prior to remediating the Property for the direct benefit and at the request of the Town (the "Storm Drain Phase"). A copy of the Application is attached as **Exhibit A**.

K. On July 27, 2016, Agency approved the grant of Agency Funds as described in this Agreement for the Storm Drain Phase. A copy of the minutes of the July 27, 2016 Agency board meeting approving the Application is attached as **Exhibit B** (relevant portions highlighted) (the "Minutes").

L. The purpose of this Agreement is to memorialize the approval decision of Agency and to state the obligations of the Parties to this Agreement for reimbursement of the costs for the Storm Drain Phase as approved by the Agency.

M. Agency is authorized to enter into this Agreement with Developer and utilize Agency funds for the purposes set forth herein pursuant to Section 17C-1-202 of the Act.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, Developer and Agency agree as follows:

1. Development of the Property. Developer agrees to work to develop the Property consistent with this Agreement, the development plan and site plans, which have already, or may be from time to time, approved by the Town for the Property and consistent with applicable zoning, building and land use laws. As a general matter, the intent of this Agreement is to enable Developer to construct the Storm Drain Phase for benefit the Town and its residents.

2. Reimbursement for Reimbursable Activities, and Amendments to Work Plans.

2.1. The activities described in **Exhibit C** are necessary for the construction of the Storm Drain Phase of the Property (the "Reimbursable Activities"). The costs and quantities listed on Exhibit C are estimates only based on the Parties' current understanding of the work required on the Property. As the actual activities to be performed may be different from those listed on Exhibit C, the Reimbursable Activities shall be deemed modified as may be required by actual conditions on the Property. Material changes to the Reimbursable Activities described on Exhibit C may be requested in writing by Developer, subject to approval by the Agency, which approval shall not be unreasonably withheld or delayed.

2.2. Agency shall reimburse Developer for Developer's costs actually incurred for all Reimbursable Activities at the Property, in an amount estimated to be approximately $750,000.

2.3. Developer may perform the Reimbursable Activities itself or contract with others to perform the Reimbursable Activities.

2.4. Developer shall pay and submit an affidavit of payment for the incurred costs of the Reimbursable Activities prior to Agency making reimbursement to Developer. Reimbursable Activities shall be reimbursed to Developer pursuant to the submission and reimbursement process set forth in Section 5.

2.5. The Parties agree to revise the Agreement within thirty (30) days of written notice from Agency, if required by changes in circumstances imposed by changes in the law through judicial interpretation, legislative action or changes in interpretation of the law by a department of the State of Utah.

3. Compliance with Approved Work Plans, Laws, Rules and Regulations; Town Inspections and Acceptance.

3.1. Developer shall carry out the Reimbursable Activities in accordance with applicable laws and regulations, including those of the Utah Department of Environmental Quality.

3.2. The Reimbursable Activities shall be subject to inspection by a duly authorized agent of the Town and the Town shall be allowed access to all parts of the work and shall be furnished with such information from Developer or its agent as is required by the Town to make a complete inspection of the Reimbursable Activities. Developer and the Town will enter into such other agreements as may be appropriate in the circumstances to effectuate the inspection, approval and acceptance of the Reimbursable Activities.

3.3. When Developer or its agent completes all the Reimbursable Activities, as inspected by the Town or its authorized agent as provided for in Section 4.2, to be accepted by the Town, a request by Developer or its agent for a final inspection shall be made to the Town, and upon final inspection shall be accepted by the Town.

3.4. Developer agrees to provide to the Town such easements as is necessary for the construction and maintenance of the improvements associates with the Reimbursable Activities.

4. <u>Developer to Provide Information</u>.

4.1. If requested by Agency in writing, Developer shall provide written proof to Agency of waiver of liens by the environmental consultants, contractors and subcontractors performing services or providing materials for work performed as part of the Reimbursable Activities prior to any reimbursement.

4.2. Except as otherwise noted below, documentation related to a request for reimbursement shall be submitted to Agency upon incremental completion of said approved Reimbursable Activities, but in no event more frequently than monthly. Documentation for Reimbursable Activities performed by Developer prior to this Agreement shall be provided to the Agency within 90 days of the effective date of this Agreement. Developer shall submit the following documentation:

4.2.1. a written statement detailing the incurred costs of the Reimbursable Activities for which reimbursement is sought;

4.2.2. if necessary, a written explanation as to why said incurred costs qualify as Reimbursable Activities;

4.2.3. copies of invoices from contractors, engineers or others who provided such services or, for Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and

4.2.4. any other information which may be reasonably required by the Agency to verify that the incurred costs qualify for reimbursement by Agency under this Agreement.

5. <u>Agency to Determine Amount to be Reimbursed</u>.

5.1. Within thirty (30) days after Developer has submitted documentation requesting reimbursement, Agency shall decide as to the eligibility for reimbursement, based upon the reasonable and necessary costs of the Reimbursable Activities approved by Agency, as applicable, and notify Developer of the determination. Agency shall not be obligated to make any reimbursement payment to Developer until the required supporting documentation (as described in Section 4.2) has been submitted to Agency.

5.2. Reimbursement payments to Developer shall be made by Agency within 30 days from submittal of all supporting documentation to Agency (as described in Section 4.2). Reimbursement payments shall be made to Anderson Geneva, LLC at the address set forth in Section 9.

5.3. If Agency determines that a requested reimbursement for incurred costs is inconsistent with the terms of this Agreement, Agency shall notify Developer in writing of its reasons for rejection within the thirty (30) day time for review Developer shall be provided an opportunity to meet with Agency and provide additional information.

5.4. Developer shall not be reimbursed by the Agency for any approved Reimbursable Activities that have been or will be reimbursed or credited against other obligations by any other governmental or other entity.

6. Indemnification. Developer shall indemnify, hold harmless, and defend Agency, the Town, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omission of Developer, its officers, employees, agents or any persons acting on its behalf or under its control, in implementing the Reimbursable Activities or arising in any way from this Agreement including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between Developer and any person or company for the performance of Reimbursable Activities or the terms of this Agreement, including claims due to construction delays.

7. Insurance.

7.1. As applicable, Developer shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted doing business in the State of Utah.

7.2. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Utah.

7.3. Commercial General Liability Insurance on an "Occurrence Basis "with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit. Coverage shall include the following: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractors Coverage; and (d) Broad Form General Liability Endorsement or Equivalent.

7.4. Motor Vehicle Liability Insurance, including Utah No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence and $2,000,000 combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

7.5. It is understood and agreed that Developer shall provide written notice to the Agency within thirty (30) days of Developer becoming aware of cancellation, non-renewal or material change in the coverages listed in this Section 8.

7.6. Developer shall provide proof of insurance coverages described above upon request from Agency.

8. **Default.**

8.1. Default. If either Agency or Participant fails to perform or delays performance of any material term or provision of this Agreement, such conduct not cured within the applicable cure period set forth in this Section 4 constitutes a default of this Agreement ("Default"). The Party in default must immediately commence to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy within the periods provided herein.

8.2. Notice. If a Default under this Agreement occurs, the non-defaulting party shall give written notice (a "Default Notice") of the Default to the defaulting party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

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If to the Agency, to: Vineyard Town Redevelopment Agency
25 South Main Street
Vineyard, UT 84058

with a copy to:	David L. Church BLAISDELL, CHURCH & JOHNSON 5995 S. Redwood Road Salt Lake City UT 84123 E-mail: dchurch@bcjlaw.com
If to Developer, to:	Anderson Geneva, LLC 9537 South 700 East Sandy, UT 84070 E-mail: gerald@and-dev.com and mike@and-dev.com
with a copy to:	Jeffrey N. Walker WALKER LAW GROUP 9533 South 700 East, Suite 201 Sandy, UT 84070 E-mail: walker@walklawgroup.com
	David E. Gee PARR BROWN GEE & LOVELESS 101 South 200 East, Suite 700 Salt Lake City, UT 84111 E-mail: dgee@parrbrown.com

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[Signature Page Immediately Follow]

VINEYARD REDEVELOPMENT AGENCY, a political subdivision of the State of Utah

By: ______________________________________
________________, Chair

ANDERSON GENEVA, LLC, a Delaware limited liability company

By: _____________________________________
Name: Gerald A. Anderson
Title: Manager

ICE CASTLE RETIREMENT FUND L.L.C., a Delaware limited liability company

By: _____________________________________
Name: Glen Pettit
Title: Manager

EXHIBIT A

Application

EXHIBIT B

Minutes

<u>**EXHIBIT C**</u>

Reimbursable Package