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Toquerville City Recorder  
P.O. Box 27  
Toquerville, UT 84774

DOC # 20070003259

Agreement Page 1 of 23  
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**PHASED SUBDIVISION  
DEVELOPMENT AGREEMENT  
FOR THE TRAIL RIDGE ESTATES SUBDIVISION PROJECT  
Toquerville City, Washington County, Utah**

This Development Agreement (the "**Agreement**") is entered into as of this 11<sup>th</sup> day of January, 2006, by Cholla Ridge, LLC, a Nevada limited liability company; First Street Properties, LLC, a Nevada limited liability company (jointly referred to as the "**Developer**") the developer and owner of certain real property located in Toquerville City, Washington County, Utah, on which it proposes the development of a project known as Trail Ridge Estates Subdivision, and Toquerville City, a municipality and political subdivision of the State of Utah, ("**Toquerville City**" or "**City**") by and through its City Council.

**RECITALS**

A. Developer is the owner of approximately 184.36 acres of real property located in Toquerville City, Washington County, Utah, as described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "**Property**"), on which it proposes to develop Trail Ridge Estates, a single family residential subdivision (the "**Project**").

B. This Agreement is intended to set forth the agreement between the Developer and the City regarding the approved Phased Subdivision Master Plan Map ("**Master Plan**") for the Project, which was prepared in accordance with Chapter 8, Section 7 of the Toquerville Land Management Code and is attached hereto as Exhibit B and incorporated herein by this reference, as well as the agreement pertaining to matters of development for the entire Project. Notwithstanding that the provisions of this Agreement pertain to the entire Project, it is anticipated that each additional phase of the Project may involve matters to be included on separate development agreements (or addenda to this Agreement) tailored for those phases in the future.

C. It is contemplated that the Project will be developed in three phases, however, as a phased master planned development, the Developer may break the phasing down into additional phases as provided for in the City's Land Management Code. Construction of each phase will begin within 1 year of Developer receiving all necessary approvals or said approvals for that specific phase shall lapse.

D. The parties acknowledge that the Property that is the subject of this Agreement is unique from any other property or parcel of land in the City insofar as: (i) the Property's previous owner, Keystone Conversions, LLC, performed illegal, nonconforming grading and cutting on the hillsides on the Property, in particular, near the bridge entry to the Property in the southwest corner all as set forth on the Master Plan; (ii) the Property shares a common boundary

with the City of LaVerkin which extends straight west along the southern lot line of the Property and then runs on a southwest angle, more or less, to State Road U-17, all as indicated on the Master Plan; (iii) the southwest border of the Property is bounded by hillsides which form a barrier between the Property and the adjacent property in LaVerkin, which is owned by Interstate Rock Products, Inc. ("Interstate Rock"); (iv) the Interstate Rock/LaVerkin City property line lies on the western side of the ridgeline and is therefore visible from the Property and the Toquerville side of the ridgeline; (v) Interstate Rock operates a gravel extraction and excavation business on its property and has indicated its intent to excavate and otherwise take down the hillside on its property which would be visible from the Toquerville side; and (vi) Toquerville's hillside ordinances are more protective and restrictive than LaVerkin's. As a result of these unique features, Developer has presented its Master Plan to the City with the purpose of mitigating and otherwise removing the scarring performed by Keystone, and otherwise addresses the issue with the common boundary between Toquerville and LaVerkin. See Exhibit D

E. Developer shall comply with all current and future City development standards, including but not limited to the City's current fencing regulations, as well as all standards and specifications incorporated herein, including retention of ground/drainage water on site.

F. Toquerville City has authorized the negotiation and adoption of development agreements under appropriate circumstances in which, among other possible factors, the proposed development contains outstanding features that advance the policies, goals, and objectives of the Toquerville City General Plan, preserves and maintains the open and rural atmosphere desired by the citizens of Toquerville City, and contributes to capital improvements which benefit Toquerville City.

G. Developer and the City intend that the Developer shall provide for improvement of trails and/or paths as more fully described herein and in the Master Plan.

H. Toquerville City, acting pursuant to its authority under Utah Code Ann., Section 10-9a-101, et seq., (as amended from time to time), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth herein, Developer and Toquerville City hereby agree as follows:

#### AGREEMENT

1. Recitals; Findings. The foregoing recitals are incorporated herein by reference. The City finds that the development of the Property pursuant to this Agreement and the City ordinances shall result in meaningful planning and economic benefits to and shall further the health, safety and welfare of the City and its residents by, among other things: (i) requiring development of the Property in a manner consistent with the applicable rules, regulations and policies of the City; (ii) providing for the dedication of infrastructure improvements to be

completed as set forth herein and/or as consistent with current State or City regulations; (iii) increasing sales and/or property tax and other revenues to the City derived from improvements to be constructed on the Property; and (iv) preserving the natural beauty and view of the surrounding environment. The City is entering into and approving this Agreement pursuant to its authority under the Utah Municipal Land Use Development and Management Act and City ordinances and policies and regulations and has made certain determinations with respect to the Property and, in the exercise of its legislative discretion, has elected to approve this Agreement as an agreement, compromise, and settlement as to the matters covered by this Agreement.

2. Master Plan; Development Pursuant to this Agreement; Restrictive Covenants.

(a) Project and Master Plan. Prior to the date of this Agreement, the City Planning Commission and City Council reviewed the preliminary and final Master Plan for the Project. The final version of the "Master Plan" for the Project was approved by the Planning Commission on March 2, 2006, and by the City Council on April 13, 2006. The Master Plan, as well as the exhibits submitted with the Developer's master plan application, are an integral part of this Agreement, and the City's approval of the Project and phases within it are based upon the City's reliance that the Project will be developed in accordance with the standard and quality of improvements, unit densities, dedication of easements, roadways, and other improvements, as represented therein.

(b) Development. Upon execution of this Agreement by the City, final approval of the plat of each phase of the Project, fulfillment of applicable obligations in this Agreement by Developer and the recording of the final plat and related documents for each phase of the Project, the Developer is authorized to develop the Property as set forth in this Agreement in phases as described above and on the Master Plan in accordance with the types, densities and intents of the land uses set forth in this Agreement and the City's Land Management Code. The Project includes a total of 251 lots. Development of the Property will occur in three major development phases, which may be further divided into smaller phases only as allowed by the City's Land Management Code. Phase I will consist of 60 lots (Lots 1-59, 250); Phase II will consist of 124 lots (Lots 60-183); and Phase III will consist of 67 lots (Lots 184-249, 251).

(c) Restrictive Covenants; Homeowners Association. At the time of recording of the final plat for each phase of the Project, and prior to transferring ownership of any portion of the Property, via recorded title, other than to itself or any successor developer, the Developer shall record covenants, conditions, restrictions, and easements (such covenants, conditions, and restrictions, as amended from time to time in a manner consistent with this Agreement being referred to in this Agreement as the "**Restrictive Covenants**") against the Property—or in the case of subsequent phases a declaration of annexation or supplemental declaration—which shall be approved by the City and shall be consistent with City ordinances and this Agreement. In addition, Developer shall establish one or more property/homeowners associations (hereafter referred to as the "**HOA**") to administer to the Restrictive Covenants, own any designated common area within the Project, and otherwise maintain, regulate, insure, and pay for the costs associated with any common area within the Project.

3. Preliminary Plan Expiration Extension. The Preliminary Plan for Phase I of the Project, which was prepared in accordance with Section 8.3.3 of the Toquerville Land Management Code, was approved by the City Council on April 13, 2006, along with the Master Plan. In accordance with Section 8.3.3(5), the final plat for Phase I must be approved within one year from the date of Phase I Preliminary Plan approval (April 13, 2007). The preliminary subdivision plan for all subsequent phases for which a subdivision plat has not been finally approved shall expire seven years from the date of the preliminary plan approval by the City Council for such subsequent phase unless extended by the City Council pursuant to agreement.

4. Water Supply Shortage Acknowledgment. The Developer acknowledges the potential shortage of culinary and secondary water in the City and understands and agrees that building permits in the Project will be issued only upon availability thereof at any given time.

5. Construction Standards on Project and Protection of Views. During all aspects of the application process to the City for the Project, the Developer represents and covenants that it will take all efforts possible to preserve the views of the surrounding natural features in the community in the development of the Project. To that extent, the Restrictive Covenants contain height limitations on structures constructed within the Project and shall contain requirements on external materials and colors that blend with the surrounding environment. All improvements, whether public or private, in the Project shall be installed in accordance and consistent with the Master Plan, approved final plat, approved construction drawings, exhibits referred to herein, and with Toquerville City Design and Construction Standards, set forth in Chapter 8, Section 4 of the Toquerville Land Management Code, and all other governmental and regulatory standards, including the uniform building and fire codes adopted by the City.

6. Hillside Improvements, Excavation, and Retention.

(a) Purpose and Intent. The purpose of this Section of the Agreement is to address the hillside issues and concerns which are unique to the Property. As set forth above in Recital D, there are unique features to the Property. These features include the following: (i) illegal cutting on the hillsides by the prior owner of the Property; (ii) a shared boundary with the City of LaVerkin which does not have the same protective hillside ordinances as Toquerville City; and (iii) the current owner of the property on the LaVerkin side, Interstate Rock maintains an excavation and extraction business and has expressed its intention to excavate its property to the Toquerville border, which would effectively remove the hillside on the LaVerkin side, leaving visible scarring and a potentially unstable hillside on the Toquerville side.

(b) Development of the Hillside. To address the foregoing issues, Developer presented to the City Council, and the City Council approved, the Master Plan which calls for, as part of Phase I, the construction of a bridge to access the Property across LaVerkin Creek which will connect to an entry road to the Project, which road will be constructed across the hillside (as indicated on the Master Plan attached as Exhibit B, as well as on Exhibit D) which construction will initially mitigate the scars and cuts created on the Property by its prior owner. The Phase I development also contemplates five residential

lots (Lots 1-4, 250), which will be improved to the east of the entry road. Thereafter, as part of Phase III, Developer will create six residential lots (Lots 212-216, 251), which, as set forth on the Master Plan and on Exhibit D, will require excavation and grading of portions of the Toquerville side of the hillside. It is anticipated by the Developer that the Phase III construction and excavation will begin within at least three years from the final plat for Phase I is approved and recorded.

(c) Retention and Landscaping. Until such time as Interstate or its successor excavates down the LaVerkin hillside, the hillside surrounding Lots 212-216 and 251, which will be excavated and graded as part of Phase I, shall be maintained, landscaped, and designed to hide and obscure any visible scarring and cuts. In addition to the foregoing, Developer shall design and construct retention walls or other methods of retention to stabilize and maintain the hillside. The responsibility and cost of maintenance of any retention areas shall be borne by Developer. Developer may assign such costs and responsibilities to the HOA. Prior to the approval of the final plat for Phase I, Developer shall present to the City Council detailed plans for the retention/landscaping of the hillside.

7. Developer Provided Municipal/Public Improvements.

(a) Improvements. The Developer shall install, construct, and complete the following improvements, all as set forth in and contemplated by the Master Plan and the exhibits attached hereto (the "Developer's Municipal Improvements"). All such improvements shall be constructed in a good and workmanlike manner and in accordance with applicable regulations and governmental standards and within the time periods for development set forth herein or as otherwise agreed to by the City:

(i) Water Storage System. A 500,000 gallon water tank and supply lines will be installed with the Phase I improvements. The location of the water tank is that set forth in the Master Plan. And modifications to the sizing and location of the water tank shall be made only by mutual consent of the City, the Developer.

(ii) Water Distribution System. All pipes, valves, fittings, pressure reducing valve stations, air release valves, and other distribution facilities within the Property for the purpose of distributing water within the Property. Developer will install that portion of the water distribution necessary to service a certain phase at the time all other improvements for that phase is installed.

(iii) Sewer Distribution System. Sewer lines connecting all of the structures to be developed on the Property to the existing system which serves the City. On May 25, 2006, Developer received Phase I, final plat approval from Ash Creek Special Service District for its sewer system. Developer shall obtain approval from the Ash Creek Special Service District and install all necessary extensions of the sewer distribution system within the Project at the time all other improvements for a particular phase is installed.

(iv) Roads.

A. Generally. Streets and roads shall be constructed in accordance with applicable regulations and standards. The plat for each phase of the Project shall designate which street and roads will be designated as public and which streets and roads will be designated as private. All such roads designated as public shall be dedicated to the City at the time the final plat for a particular phase is recorded.

B. Access to the Project. Developer has entered into an Access, Roadway, and Easement Agreement with the adjacent landowner, Interstate Rock Products, Inc., which is dated March 23, 2006, and was recorded in the office of the Washington County Recorder on March 31, 2006, as Document No. 20060011389 ("Easement Agreement"). The Easement Agreement provides for emergency ingress and egress to the Project and, eventually, a second point of access to and from LaVerkin Main Street. The City Council has reviewed the Easement Agreement and determined that it fulfills all access requirements imposed by the City on Developer for ingress and egress pursuant to its Land Management Code.

C. Roadways to Remain Open and Passable. Once graded in accordance with the phasing of the Property as set forth on the Master Plan, the Golden Spike Road, Grand Canyon Boulevard, and the LaVerkin Main Street Access (hereafter collectively "Roadways") which are depicted on the Master Plan, shall remain open at all times and shall not be blocked, gated, barricaded, or otherwise inhibited by any improvement or barrier which would bar the reasonable and convenient passage of pedestrian and vehicular traffic through and over the Roadways, as depicted on the Master Plan.

D. Standards of Maintenance. Except as otherwise specifically provided for herein Developer shall perform or cause to be performed the following maintenance standards on the Roadways and any other private roadways within the Project: (1) maintain the surfaces in a reasonably level, smooth and evenly-covered condition with gravel type surfacing material, and sloped as necessary to prevent pooling of water or washing out of any portion of the roadways; (2) remove all ice, snow, mud, debris, and other items on the roadways which may cause or render the same to become impassable; and (3) keep and maintain any necessary and appropriate signage to direct traffic to exits from the Property.

E. Improvements. Nothing in this section shall restrict Developer's right to utilize the Roadways for any purpose or purposes whatsoever as it develops the Property, including, without limitation, ingress and egress for construction and development related activities.

F. Termination of Developer's Obligations. Developer's obligations of maintenance as set forth in this Paragraph 7(a)(vi) shall terminate upon Developer's conveyance of the Roadways, or any one such roadway, to (i) the HOA, in which case the HOA shall assume the maintenance responsibility; or (ii) dedication to the City, in which case the City shall assume maintenance responsibility in accordance with its own laws, ordinances, and standards.

(v) Water Drainage and Retention. Developer shall install all necessary water drainage improvements and all ground/drainage water shall be maintained on site. Any change in construction plans within the Project required to address underground water, if encountered, must be submitted by the Developer to the Toquerville City Engineer and receive approval thereof prior to construction. Developer shall install all drainage and retention improvements at the time they install all other improvements for particular phase. In the event it is determined by the City that improvement of a specific phase may cause adverse drainage issues on other portions of the Project, the City may require developer to install drainage and retention systems outside of a specific phase.

(vi) Landscaping. The Developer shall install, construct, and complete landscaping in accordance with Section 8.4.10 of the Toquerville Land Management Code, the final plat, and the exhibits hereto. This section shall apply only to those areas of landscaped open space along public streets which form the perimeter of the Project where front yards of homes do not front the street and on all public streets within the Project where front yards do not front the public street.

(vii) Trails within the Project. Developer shall install trails in the locations and in accordance with the Master Plan. The plat for each phase shall indicate which trails will be designated as public and which trails will be designated as private. Construction of said trails shall be at Developers sole expense and shall be completed in connection in compliance with the paragraph 7(a)(viii) below. Portions of any trails designated as public shall be dedicated to the City at the time the final plat for a particular phase is recorded.

(viii) Trails and Park Improvement Schedules.

A. Phase I of the MPD: (1) Park Improvements – field play area, improve parking lot, landscaping and irrigation system; (2) Trail Systems – all trails located in phase I on the MPD will be improved for their proposed use. Including minor enhancements to Nephi's Twist where it passes through future phases if needed.

B. Phase II of the MPD: (1) Park Improvements – sand lot playground, covered picnic area and basketball court; (2) Trail Systems – all trails located in phase II of the MPD will be improved for their proposed use.

C. Phase III of the MPD: (1) Park Improvements – none, park is fully improved; (2) Trail System – all trails located in phase III of the MPD will be improved for their proposed use.

(b) Costs Associated with the Developer's Municipal Improvements.

(i) Construction Costs. The Developer will pay all costs and all associated expenses to install, construct, and complete the Developer's Municipal Improvements, unless otherwise specifically provided herein for improvements for which City has specifically required of Developer, which Developer and the City specifically agree herein shall be paid (or reimbursed) to Developer by City. If this Agreement makes no provisions for the City to provide, pay or reimburse Developer for any Municipal Improvements installed by Developer as anticipated in the construction drawing or in this Agreement, the City is not responsible for any such costs and Developer specifically waives any claims against City therefore. Notwithstanding the above, nothing in this section or in this Agreement shall be deemed a waiver by Developer as to any exaction imposed by the City which does not comply with the requirements of Utah Code Ann. § 10-9a-508. The payment of any costs of construction which are the result of any upsizing required by the City shall be the City's responsibility.

(ii) Maintenance Costs. Until such time as a particular component of Developer's Municipal Improvements is dedicated to and accepted by the City and standard maintenance thereof is assumed by the City, the Developer or the HOA shall maintain, at its cost, such component of Developer's Municipal Improvements. The maintenance of the six acre public park to be dedicated to the City upon recordation of the subdivision plat for Phase I and the improvements located or constructed thereon, shall be the responsibility of the City; *provided, however,* that the cost and responsibility of maintenance may be assumed by the HOA, in which case the HOA shall also have the right to regulate the park, except the HOA will not have the right to exclude use of the park by the public during reasonable hours.

(c) Inspection and Dedication of Developer's Municipal Improvements. Upon completion of the Developer's Municipal Improvements with respect to a particular phase of the Property (any such completed portion of Developer's Municipal Improvements being referred to as "Offered Improvements"), the City shall inspect the Offered Improvements within a reasonable time after receipt of written notice from the Developer that such Offered Improvements are complete. The City shall approve and accept for dedication the Offered Improvements so long as they are constructed in accordance with the City's adopted standards therefor, as verified by the City's inspection. Each final subdivision plat shall dedicate to the City for public purposes the Offered Improvements within the plat, or earlier if offered in association with an earlier phase, and following completion of the Offered Improvements and recordation of such Final Plat, the City shall thereafter own, operate and maintain the Offered Improvements without charge or cost to



the Developer, excepting that usual warranty bonding shall be provided to the City by the Developer.

(d) Open Spaces and Trails. The Master Plan contemplates, and Developer has represented, that certain portions of the Property will be designated as open space and trails. These open spaces and trails shall be conveyed to the HOA, as Developer shall determine, and the HOA shall have the exclusive right of regulation and use of the open spaces and private trails which are owned by the HOA. The City shall have no obligation with respect to any of the open spaces and private trails, with the exception of the six acre public park dedicated to the City and any public trails dedicated to the City.

(e) Other Utilities. The Developer shall install, construct, complete and dedicate, without cost to the City or other appropriate public utility or special improvement district all other utilities required by the City and by regulation, ordinance or law to be installed. The Developer will pay all costs and all associated expenses to install, construct, and complete such other utilities, unless otherwise specifically provided herein for improvements for which City has specifically required of Developer, which Developer and City specifically agree herein shall be paid (or reimbursed) to Developer by City. If this Agreement makes no provisions for the City to provide, pay or reimburse Developer for any such other utilities installed by Developer, the City is not responsible for any such costs and Developer specifically waives any claims against City therefor. Notwithstanding the above, the City or the appropriate public utility or special improvement district shall be responsible to pay all costs and expenses associated with any upsizing of utilities that they require the Developer to make.

(f) Fencing and Lighting. All fencing in the Project shall comply with Section 8.4.13 of the Toquerville Land Management Code. Lighting in the Project shall be in accordance with the lighting plan which is attached hereto as Exhibit C, and has been approved by the City Council. The Developer expressly acknowledges that the attached lighting plan complied with the City's pending night sky ordinance as it existed at the time of Developer's submission of its lighting plan to the City Council.

8. Further Assurances; Documentation. At any time and from time to time after the execution of this Agreement, the parties shall cooperate with each other to execute and deliver any other documents, instruments of transfer or assignment, files, books and records and do all further acts and things as may reasonably be required to carry out the intent of the parties under this Agreement.

9. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by Toquerville City in enacting zoning, subdivision, development transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement.

10. Subdivision Plat Approvals and Compliance with City Design and Construction Standards. Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve Developer from the obligation to comply with all

applicable requirements of Toquerville City necessary for approval and recordation of subdivision plats for the Project, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of Toquerville City, including but not limited to, the Toquerville City Subdivision Ordinance and Standards and Specifications for Design and Construction.

11. Bonding for Improvements. Developer shall comply with all bonding for completion, restoration and guarantee of improvements requirements of Toquerville City.

12. Agreement to Run with the Land. This 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 Developer in the ownership or development of any portion of the Property. Additionally, Developer shall provide appropriate notes upon the final plat prior to recordation giving notice of the primary provisions of this Agreement. Furthermore, the Restrictive Covenants of the Project shall provide appropriate provisions giving notice to and, detailing obligations of the HOA pertaining to the primary provisions of this Agreement.

13. 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 the rights as well as the responsibilities under this Agreement and without the prior written consent of Toquerville City, which consent shall not be unreasonably withheld.

14. No Joint Venture, Partnership or Third Party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

15. Binding Effect. Subject to the provisions of Paragraph 12, all of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

16. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

17. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18. Previous Agreements. Except as otherwise expressly provided herein, this Agreement is the exclusive agreement of the parties and replaces and supercedes all prior agreements between the parties pertaining to this Project; provided, however, that it does not supersede any agreements between the City and prior owners of the Property.

19. Miscellaneous.

(a) Legal Fees. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.

(b) Survival. It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

(c) Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(d) Plat Notes. Primary provisions of this Agreement, as determined by the City, shall be included as notes on any final plat for any phase of the Project, as well as incorporated into the Restrictive Covenants and the HOA's corporate documents.

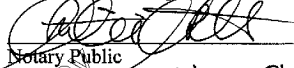
IN WITNESS WHEREOF, the parties have executed this Development Agreement the day and year first above written.

*[signatures on following page]*



STATE OF UTAH )  
)ss.  
COUNTY OF WASHINGTON )

On this 18<sup>th</sup> day of January, 2007, before me personally appeared Casey Craig, whose identity is personally known to and proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of **Cholla Ridge, LLC**, a Nevada limited liability company, and did duly acknowledge to me that the foregoing document was entered into on behalf of such entity by authority of its Operating Agreement and that the document was the act of Cholla Ridge, LLC, for its stated purpose and, further, that the foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 2007, by Casey Craig, by power of attorney, on behalf of **First Street Properties, LLC**, a Nevada limited liability company.

  
\_\_\_\_\_  
Notary Public  
Residing at: 320 S Jones Blvd Las Vegas  
NV 89107



**EXHIBIT A**  
**[Property Legal Description]**

Parcel I.D. Nos.: T-107-B-1; T-3-1-12-33001; T-3-1-13-40001; T-158-A; T-163-M; T-163-N

**PARCEL 1:**

**BEGINNING** at a point 17.50 chains West from the Northeast Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 18° West 19 chains; thence North 53°10' East 8 chains; thence North 9° East 6.6 chains; thence North 18° West 3 chains; thence North 10° West 4 chains to the Point of Beginning.

**BEGINNING** at a point 17.50 chains West from the Northeast Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 18°00' West 19 chains; thence South 81°00' West 9 chains; thence North 20 chains; thence East to the Place of Beginning. (T-158)

**SUBJECT TO AND TOGETHER WITH** that certain 16.50 foot right of way as more fully set forth in Book 709, at Page 753 of Official Records.

**LESS AND EXCEPTING THEREFROM** all of CHOLLA CREEK PLANNED UNIT DEVELOPMENT PHASE 1 AMENDED AND EXTENDED.

**ALSO LESS AND EXCEPTING THEREFROM THE ABOVE DESCRIBED LAND THE FOLLOWING:**

All of the Northwest Quarter of the Northeast Quarter of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, which lies West of Highway U-17.

**PARCEL 2:**

**BEGINNING** at the Northeast Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South along the Section Line 1320 feet; thence West 900 feet; thence South 36°25'00" West, 300 feet; thence North 86°36'00" West, 242.50 feet; thence South 1058 feet; thence North 39°14'00" West, 996.00 feet; thence North 514 feet; thence West to a point on the Easterly Line of the State Highway; thence North 42½ West along the Easterly Line of said State Highway 1 chain; thence North 81½ East 7 chains; thence North 53°10' East 8 chains; thence North 9° East 6.6 chains; thence North 18° West 3 chains; thence North 10° West 4 chains to the North Line of said Section 14; thence Northwesterly to the most Westerly Corner of Lot 1 of JAMES JACKSON'S SURVEY, of the Southeast Quarter of Section 11, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence Northeastery along the Lot Line of said Lot 1 to the West Line of the William Bringham Property, identified as Tax ID Number T-106; thence South 4 rods; thence North 71°30' East 14 rods; thence North 57° East 14 rods; thence North 34° East 14 rods to a point 4 rods South of the Northeast Corner of said Lot 1; thence South along the Section Line to the Point of Beginning.

**LESS AND EXCEPTING** any portion lying within Parcel 1 described herein.

**ALSO LESS AND EXCEPTING** from the herein described parcels of land the following:

**All of CHOLLA CREEK PLANNED UNIT DEVELOPMENT PHASE 1 AMENDED AND EXTENDED** according to the Official Plat thereof, on file in the Office of the County Recorder of Washington County, State of Utah.

**PARCEL 3:**

**BEGINNING** at a point which bears North 00°18'39" West, 375.00 feet along the Section Line and South 89°13'22" East 250 feet, more or less, to the centerline of LaVerkin Creek from the Southwest Corner of the Northwest Quarter of the Southwest Quarter of Section 12, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South 89°13'22" East 203.40 feet; thence South 00°18'39" East 375 feet; thence North 89°13'22" East along the 1/16 Line 511.84 feet; thence South parallel to the West Section Line, a distance of 1320 feet, more or less, to the South Section Line; thence South 1320 feet to the South Line of the Northwest Quarter of the Northwest Quarter of Section 13, Township 41 South, Range 13 West, Salt Lake Base and Meridian, thence West 965.24 feet, more or less, to the Southwest Corner of the Northwest Quarter of the Northwest Quarter of said Section 13; thence North along the Section Line 1320 feet, more or less, to the Northwest Corner of said Section 13; thence North along the West Section Line of Section 12, 1584 feet, more or less to the intersection with the centerline of LaVerkin Creek; thence Northeasterly along the centerline of LaVerkin Creek to the Point of Beginning.

**LESS AND EXCEPTING THEREFROM**, that portion lying within CHOLLA CREEK PLANNED UNIT DEVELOPMENT PHASE 1 AMENDED AND EXTENDED.

**PARCEL 4:**

**BEGINNING** at the Northeast Corner of the Southwest Quarter of the Southwest Quarter of Section 12, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence South along the 1/16 Line, 1320 feet, more or less, to the Southeast Corner of the Southwest Quarter of the Southwest Quarter of said Section 12; thence East along the North Section Line of Section 13, Township 41 South, Range 13 West, Salt Lake Base and Meridian, a distance of 1320 feet, more or less, to the North Quarter Corner of said Section 13; thence South along the Quarter Section Line, 1320 feet, more or less, to the Southeast Corner of the Northeast Quarter of the Northwest Quarter of said Section 13; thence West 1674.76 feet, more or less, along the 1/16 Section Line, to a point which is 965.24 feet East of the Southwest Quarter of the North Half of the Northwest Quarter of said Section 13; thence North 1320 feet, more or less, parallel with the West Section Line, to the North Line of said Section 13; thence North parallel to the West Section Line of said Section 12; a distance of 1320 feet, more or less, to the North Line of the Southwest Quarter of the Southwest Quarter of said Section 12; thence East along the 1/16 Line 354.76 feet, more or less, to the Point of Beginning.



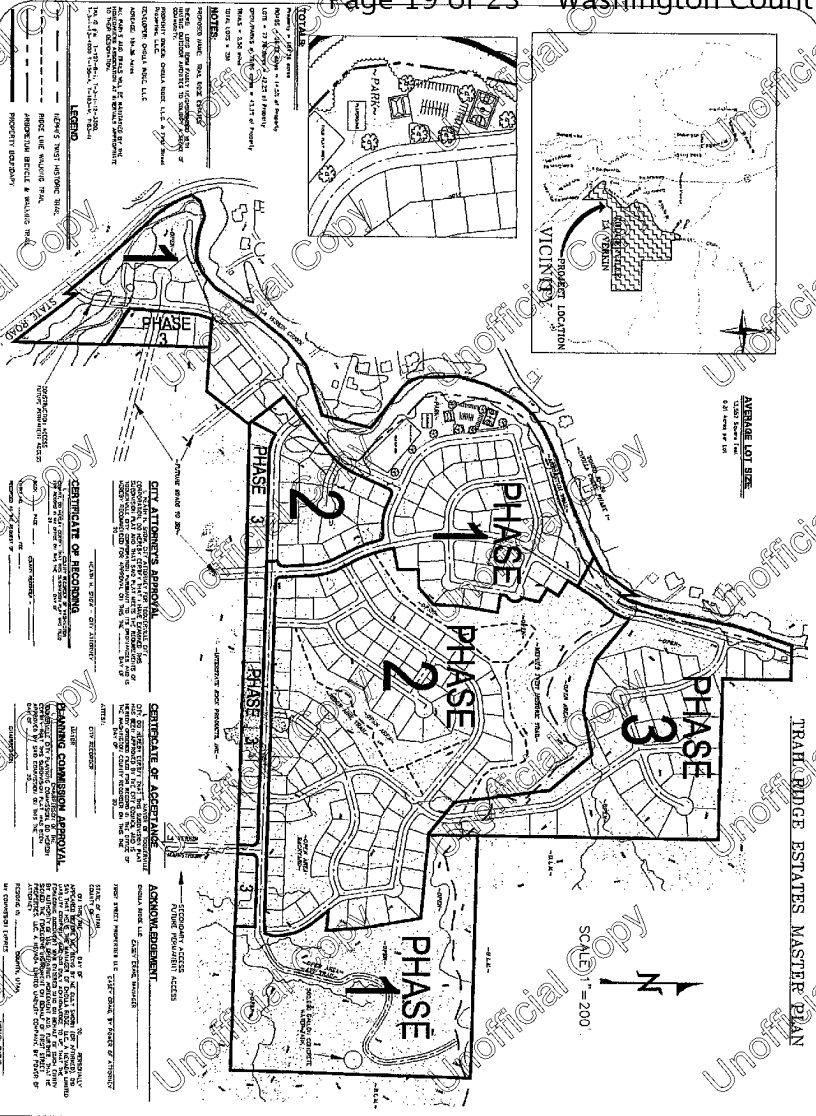
**PARCEL 5:**

**BEGINNING** at a point North  $89^{\circ}40'03''$  West 630.08 feet and South  $00^{\circ}19'57''$  West 301.21 feet from the Northeast corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North  $72^{\circ}00'00''$  West 93.0 feet; thence South  $72^{\circ}00'00''$  West 85.0 feet; thence South  $34^{\circ}00'00''$  West 60.00 feet, more or less, to a point on the Easterly right of way Highway U-17; thence South along the Easterly right of way line along a curve, radius 587.20 feet, 252.0 feet, more or less, to a point on the right of way line; thence South  $44^{\circ}16'51''$  East along said right of way line 96.82 feet; thence North  $00^{\circ}01'57''$  East 327.89 feet to the Point of Beginning.

**PARCEL 6:**

**BEGINNING** at a point North  $39^{\circ}14'00''$  West 433 feet from the Southwest corner of the Southeast Quarter of the Northeast Quarter of Section 14, Township 41 South, Range 13 West; thence North  $39^{\circ}14'00''$  West 563 feet; thence South  $0^{\circ}19'57''$  West 72.63 feet to a point on the Easterly right of way of U-17; thence Southeast along said right of way line 551.4 feet, more or less, to a point due South of the Point of Beginning; thence North 57.69 feet, more or less, to the Point of Beginning.

**EXHIBIT B**  
**[Master Plan]**



**PROPOSED LOTS:** 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**LEGEND**

PHASE 1 DEVELOPMENT

PHASE 2 DEVELOPMENT

PHASE 3 DEVELOPMENT

EXISTING DEVELOPMENT

EXISTING ROADS

EXISTING UTILITIES

EXISTING BUILDINGS

EXISTING TREES

EXISTING FENCES

EXISTING SIGNAGE

EXISTING LIGHTING

EXISTING LANDSCAPING

EXISTING PAVING

EXISTING CURBS

EXISTING SIDEWALKS

EXISTING DRIVEWAYS

EXISTING PATIOS

EXISTING PORCHES

EXISTING DECKS

EXISTING STAIRS

EXISTING RAMPWAYS

EXISTING ELEVATORS

EXISTING HALLWAYS

EXISTING BATHS

EXISTING KITCHENS

EXISTING LIVING AREAS

EXISTING BEDROOMS

EXISTING OFFICES

EXISTING GARAGES

EXISTING SHEDS

EXISTING BARNES

EXISTING POOLS

EXISTING SPAS

EXISTING HOT TUBS

EXISTING SAUNAS

EXISTING GYMNASIUMS

EXISTING THEATERS

EXISTING CLUBHOUSES

EXISTING COMMUNITY CENTERS

EXISTING SCHOOLS

EXISTING CHURCHES

EXISTING SYNAGOGUES

EXISTING MOSQUES

EXISTING TEMPLES

EXISTING MONASTRIES

EXISTING CONVENTS

EXISTING NUNNERIES

EXISTING HERMITAGES

EXISTING RETIREMENT HOMES

EXISTING SENIORS HOMES

EXISTING CHILDREN'S HOMES

EXISTING ADULTS HOMES

EXISTING YOUTH HOMES

EXISTING COLLEGE HOMES

EXISTING UNIVERSITY HOMES

EXISTING RESEARCH HOMES

EXISTING LABORATORIES

EXISTING OFFICES

EXISTING STORES

EXISTING RESTAURANTS

EXISTING HOTELS

EXISTING MOTELS

EXISTING RESORTS

EXISTING CASINOS

EXISTING GAMING AREAS

EXISTING THEATERS

EXISTING CONCERT HALLS

EXISTING STADIUMS

EXISTING ARENAS

EXISTING GYMNASIUMS

EXISTING ICE SKATING RINKS

EXISTING SWIMMING POOLS

EXISTING SPA CENTERS

EXISTING SAUNAS

EXISTING HOT TUBS

EXISTING GOLF COURSES

EXISTING TENNIS COURTS

EXISTING BASKETBALL COURTS

EXISTING SOFTBALL FIELDS

EXISTING BASEBALL FIELDS

EXISTING FOOTBALL FIELDS

EXISTING HOCKEY RINKS

EXISTING BICYCLE TRAILS

EXISTING JOGGING TRAILS

EXISTING WALKING TRAILS

EXISTING HORSE TRAILS

EXISTING CANOEING TRAILS

EXISTING KAYAKING TRAILS

EXISTING FISHING TRAILS

EXISTING HUNTING TRAILS

EXISTING GOLF TRAILS

EXISTING SKI TRAILS

EXISTING SNOWMOBILE TRAILS

EXISTING ATV TRAILS

EXISTING UTV TRAILS

EXISTING MOTORCYCLE TRAILS

EXISTING CAR TRAILS

EXISTING TRUCK TRAILS

EXISTING SEMI TRAILER TRAILS

EXISTING RAILROAD TRAILS

EXISTING AIRCRAFT TRAILS

EXISTING BOAT TRAILS

EXISTING YACHT TRAILS

EXISTING CANOE TRAILS

EXISTING KAYAK TRAILS

EXISTING FISHING TRAILS

EXISTING HUNTING TRAILS

EXISTING GOLF TRAILS

EXISTING SKI TRAILS

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EXISTING SEMI TRAILER TRAILS

EXISTING RAILROAD TRAILS

EXISTING AIRCRAFT TRAILS

EXISTING BOAT TRAILS

EXISTING YACHT TRAILS

**CITY ATTORNEY'S APPROVAL**

THE CITY OF WASHINGTON COUNTY HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE ZONING ORDINANCES AND SUBDIVISION ACT OF THE STATE OF MONTANA.

DATE: 01/22/2007

BY: [Signature]

**PLANNING COMMISSION APPROVAL**

THE PLANNING COMMISSION HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE ZONING ORDINANCES AND SUBDIVISION ACT OF THE STATE OF MONTANA.

DATE: 01/22/2007

BY: [Signature]

**PLANNING COMMISSION APPROVAL**

THE PLANNING COMMISSION HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT IS IN ACCORDANCE WITH THE ZONING ORDINANCES AND SUBDIVISION ACT OF THE STATE OF MONTANA.

DATE: 01/22/2007

BY: [Signature]

**PROPOSED LOTS:** 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



**ProValue Engineering, Inc.**  
 1301 South 325 West, Hurricane, UT 84737  
 TEL: (435) 933-0236 FAX: (866) 435-3070

**TRAIL RIDGE ESTATES MASTER PLANNED DEVELOPMENT PLAN**

DATE: 01/22/2007  
 SCALE: 1" = 200'  
 PROJECT NO: 0592

**THE USE OF THIS PLAN IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE OF THIS PLAN WITHOUT THE WRITTEN CONSENT OF PROVALUE ENGINEERING, INC. IS STRICTLY PROHIBITED.**

**EXHIBIT C**  
**[Lighting Plan]**



**EXHIBIT D**  
**[Hillside Picture]**

