



AMENDMENT TO
DEVELOPMENT AGREEMENT
FOR
ASH CREEK CROSSING
(A Planned Mixed Use Development)

THIS AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is entered into this 18th day of September, 2008, by and between RD & CT Holdings, LLC, a Utah limited liability company; N & S Glauser Family Investments, LLC, a Utah limited liability company; Prince Viejo Valley, LLC, a Utah limited liability company; Wild Sage, LLC, a Utah limited liability company; and South Field Properties, LLC, a Utah limited liability company; and their successors and assigns (collectively "Developer"), and Toquerville City, a Utah municipal corporation ("City") (all together, the "Parties").

RECITALS

A. WHEREAS, Developer is the owner of approximately 1558 acres of land located near the Western edge of the City's current municipal boundaries and described more fully in Exhibit "A", attached hereto and incorporated herein by this reference ("Subject Property").

B. WHEREAS, Developer has planned and designed the Subject Property into a phased master-planned community which includes residential, commercial and community related development currently proposed as the Ash Creek Crossing Project ("ACC Project").

C. WHEREAS, the parties have signed a Development Agreement governing the development of the ACC Project, and filed the same for record in the Office of the Washington County Recorder on the 12th day of May, 2008, as Doc. No. 20080019298.

D. WHEREAS, the Parties believe that it is in their mutual best interest to amend the Development Agreement to address some matters that, while contemplated by the Development Agreement, may need additional clarification or there are new developments that should be addressed herein.

E. WHEREAS, acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, et seq., and after all required public notice and hearings, City, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) City's General Plan, and (iii) City's Land Management Code. As a result of such determination the City (i) has elected to regulate the ACC Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of City.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing promises, conditions, covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend and supplement the Development Agreement as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated fully into this Amendment as if fully set forth herein.

2. Definitions. Any term or phrase used in this Amendment that has its first letter capitalized shall have that meaning given to it by Toquerville Land Management Code, ("City's Land Use Ordinance") in effect on the date this Agreement is executed, or, if different, by the Development Agreement or this Amendment.

3. Effect of Amendment. To the extent the terms of this Amendment modify or conflict with any provisions of the Development Agreement, the terms of this Addendum shall govern, prevail, and control. The Parties agree that this Amendment, along with the terms of the Development Agreement not modified hereby, shall constitute the entire agreement of the Parties and shall exclude all other representations, negotiations, and statements not expressly written in either this Amendment or the Development Agreement, and shall not be modified further except by subsequent written agreement of the parties.

4. Conveyance of By-Pass Road. Developer is prepared to convey to the City the By-Pass Road contemplated by Subparagraph 10.c.i.3. of the Development Agreement. Said conveyance shall be made by Special Warranty Deed in a form substantially similar to that attached hereto as *Exhibit "A"*; the initial legal description of the By-Pass Road is more specifically set forth in the same Exhibit. In addition to delivery of the Special Warranty Deed, Developer shall provide and pay for an owner's policy of title insurance in favor of the City and insuring title to the City with respect to the By-Pass Road property. Said conveyance shall be deemed by the City to be sufficient to satisfy the specific Initial Obligation of Developer set forth in Subparagraph 11.a. of the Development Agreement.

5. Developer's Right to Utilize Access Road. Until such time as the By-Pass Road is improved and opened for public use as a road, the City agrees that Developer may utilize the By-Pass Road to ingress and egress the property comprising the ACC Project, and each portion and parcel thereof, for any purpose related to the development of and construction upon the ACC Project, including but not limited to use by construction vehicles for ingress to and egress from the ACC Project, movement within and between portions of the ACC Project, and for the installation and construction of utilities, trails, or other improvements not inconsistent with the anticipated dedication of the By-Pass Road. The City may reasonably limit Developer's access to the same on a temporary basis in order to allow for road construction or other activities thereon. Nothing in this provision shall be construed to allow Developer the right to extract, remove or re-locate any dirt, gravel, soils, rocks or other material from the By-Pass Road and Developer may not make any temporary, interim and/or permanent improvements to the By-Pass Road without written approval from the City.

6. Alternate By-Pass Road Route. A possible alternative route for the By-Pass Road at its Southeastern end is being examined and may be desired by one or both of the Parties hereto. Developer and the City therefore agree that in the event the City approves a change in the route of the By-Pass Road, Developer and the City shall cooperate with one another to abandon and trade property such that the Developer will deed to the City the property required for the By-Pass Road alternate route, and the City will deed to Developer the property which formerly was part of the By-Pass Road but that is no longer required to be dedicated for public use due to the establishment of the alternate route.

7. Extension of Time for Initial Obligations. The City hereby grants to Developer an extension time equal to an additional eighteen (18) months for Developer to comply with its remaining Initial Obligations as set forth in Section 11, Subparagraphs b., c., and d. Said extension of time shall be in addition to and shall extend the one (1) year time period from the date of recording of the Development Agreement, as set forth in Section 11 of the same. Accordingly, the total time period Developer shall have to complete all of its Initial Obligations under Section 11 of the Development Agreement shall be thirty (30) months from the date the Development Agreement was recorded (May 12, 2008). The Parties agree that said extension is justified due to the unfavorability of general market conditions for new real estate development of this scope in the Southern Utah area.

8. Annexed Parcels Subject to Development Agreement. The Parties acknowledge that certain parcels owned by Developer have been annexed to the City with the approval of the City Council, including the Remainder Parcel(s) described in Section 15 of the Development Agreement, totaling approximately 49 acres, plus certain adjacent parcels acquired by Developer totaling approximately 200 acres (the "Purchased Parcels") (the Remainder Parcel(s) and the Purchased Parcels are referred to together hereafter as the "Annexed Parcels"), all more particularly described in *Exhibit "B"* hereto. The Parties agree that all of the Annexed Parcels are hereafter part of the ACC Project and subject to the Development Agreement; the Remainder Parcel(s) automatically upon annexation, and the Purchased Parcels, pursuant to the terms of this Amendment. Consistent with the provisions and policy of the Development Agreement for the property originally subject thereto, Developer shall have the right to develop the Remainder Parcel(s) to the Base Density of 2 ERUs per acre. With respect to the Purchased Parcels, Developer shall initially have the right to develop the same to the density permitted within the Multiple Use 20 (MU-20) zone as designated in the City's Annexation Policy Plan, and shall be free to seek additional density through the City's standard zone change application procedure. As a result of the addition of the Purchased Parcels to the ACC Project, the maximum number of ERUs within the ACC Project shall be increased from 3116 ERUs, to the total sum of 3116 ERUs plus the number of additional units permitted by the approved zone designation for the Purchased Parcels, subject to Developer's rights to transfer density to and from other portions of the ACC Project as set forth in the Development Agreement.

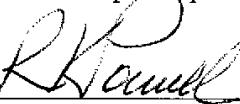
9. All Other Provisions Remain in Effect. All other terms and provisions of the Development Agreement, including but not limited to all miscellaneous terms, shall remain in full force and effect and, where not modified by the terms of this Amendment, shall apply as if incorporated herein.

(remainder of page intentionally left blank; signature pages to follow)

10. **Effective Date.** This Amendment shall become effective on the date that an original fully executed by the Parties is filed for record in the office of the Washington County Recorder.

CITY:

TOQUERVILLE CITY
A Utah municipal corporation


Kenneth Powell, Mayor

Attest:

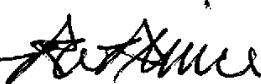

Carol Pogue, Recorder

DEVELOPER:

RD & CT HOLDINGS, LLC
A Utah limited liability company


Robert Douglas Westbrook, Manager

PRINCE VIEJO VALLEY, LLC
A Utah limited liability company


Robert W. Prince, Manager

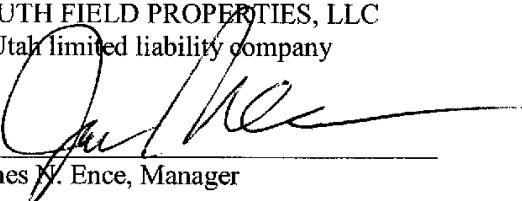
N & S GLAUSER FAMILY INVESTMENTS,
LLC, A Utah limited liability company


Neil Glauser, Manager

WILD SAGE, LLC
A Utah limited liability company


Kenneth Graff, Manager

SOUTH FIELD PROPERTIES, LLC
A Utah limited liability company


James N. Ence, Manager

STATE OF UTAH,)
: ss.
County of Washington.)

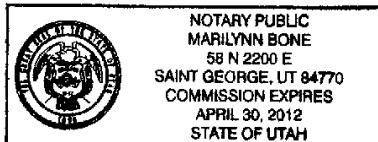
On the 18th day of Sept, 2008, personally appeared before me Kenneth Powell and Carol Pogue, who duly acknowledged before me that they are respectively the Mayor and City Recorder of Toquerville City, a Utah municipal corporation, and that they signed the foregoing Amendment to Development Agreement on behalf of said city, pursuant to authority granted him by the Toquerville City Council, and for the uses and purposes stated therein.

Don C. Tait
Notary Public

DON C. TAIT
NOTARY PUBLIC
My Commission Expires: 2/13/16
STATE OF UTAH

STATE OF UTAH,)
: ss.
County of Washington.)

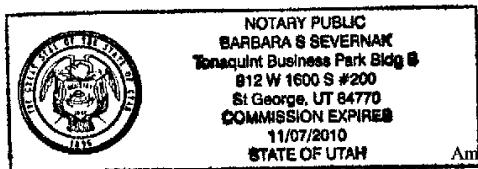
On the 27th day of August, 2008, personally appeared before me Robert Douglas Westbrook, who duly acknowledged before me that he is the Manager of RD & CT HOLDINGS, LLC, and that he signed the foregoing Amendment to Development Agreement freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.

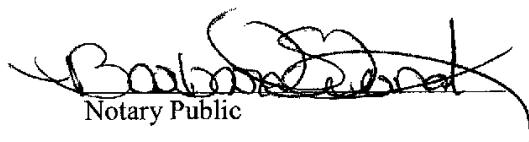


Marilyn Bone
Notary Public

STATE OF UTAH,)
: ss.
County of Washington.)

On the 2nd day of September, 2008, personally appeared before me Robert W. Prince, who duly acknowledged before me that he is the Manager of PRINCE VIEJO VALLEY, LLC, and that he signed the foregoing Amendment to Development Agreement freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.

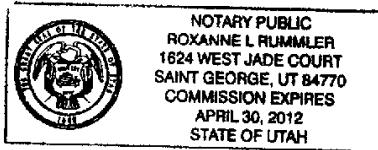



Notary Public

Amendment to Development Agreement For
Ash Creek Crossing

STATE OF UTAH,)
: SS.
County of Washington.)

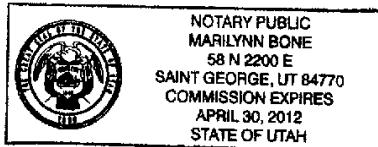
On the 29th day of August, 2008, personally appeared before me Neil Glauser, who duly acknowledged before me that he is the Manager of N & S GLAUSER FAMILY INVESTMENTS, LLC, and that he signed the foregoing Amendment to Development Agreement freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.



Roxanne L Rummel
Notary Public

STATE OF UTAH,)
: SS.
County of Washington.)

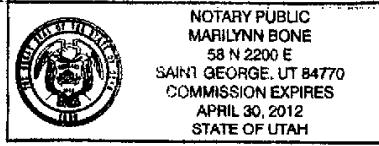
On the 29th day of August, 2008, personally appeared before me Kenneth Graff, who duly acknowledged before me that he is the Manager of WILD SAGE, LLC, and that he signed the foregoing Amendment to Development Agreement freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.



Marilynn Bone
Notary Public

STATE OF UTAH,)
: SS.
County of Washington.)

On the 28th day of August, 2008, personally appeared before me James N. Ence, who duly acknowledged before me that he is the Manager of SOUTH FIELD PROPERTIES, LLC, and that he signed the foregoing Quit-Claim Deed freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.



Marilynn Bone
Notary Public

EXHIBIT "A"
To Amendment to
Development Agreement
For Ash Creek Crossing

Special Warranty Deed for By-Pass Road

Recorded at Request of:
City of Toquerville
212 Toquer Blvd.
P.O. Box 27
Toquerville, UT 84774

Mail tax notice to:
City of Toquerville
212 Toquer Blvd.
P.O. Box 27
Toquerville, UT 84774

SPECIAL WARRANTY DEED

RD & CT HOLDINGS, LLC; PRINCE VIEJO VALLEY, LLC; N & S GLAUSER FAMILY INVESTMENTS, LLC; WILD SAGE, LLC; and SOUTH FIELD PROPERTIES, LLC; each a Utah limited liability company, and together Grantors, hereby CONVEY and WARRANT against all persons claiming by, through, or under them to the CITY OF TOQUERVILLE, a Utah municipal corporation, Grantee, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the following described property located in Washington County, State of Utah:

See Exhibit "A" attached hereto and incorporated with this reference.

This deed is made and delivered pursuant to a Development Agreement between Grantors and Grantee recorded May 12, 2008, as Doc. No. 20080019298 (as may be amended) in the office of the Washington County Recorder.

WITNESS the hand of said Grantors, this _____ day of August, 2008.

GRANTORS:

Robert Douglas Westbrook, Manager
RD & CT HOLDINGS, LLC

Robert W. Prince, Manager
PRINCE VIEJO VALLEY, LLC

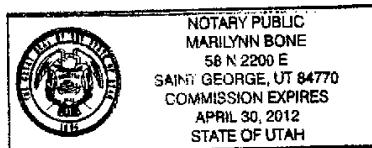
Neil Glauser, Manager
N & S GLAUSER FAMILY INVESTMENTS,
LLC

Kenneth Graff, Manager
WILD SAGE, LLC

James N. Ence, Manager
SOUTH FIELD PROPERTIES, LLC

STATE OF UTAH,)
: SS.
County of Washington.)

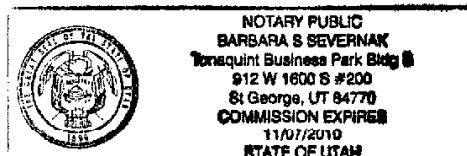
On the 27th day of August, 2008, personally appeared before me Robert Douglas Westbrook, who duly acknowledged before me that he is the Manager of RD & CT HOLDINGS, LLC, and that he signed the foregoing Quit-Claim Deed freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.



Marilyn Bone
Notary Public

STATE OF UTAH,)
: SS.
County of Washington.)

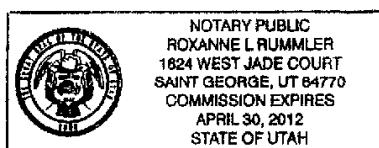
On the 2nd day of September, 2008, personally appeared before me Robert W. Prince, who duly acknowledged before me that he is the Manager of PRINCE VIEJO VALLEY, LLC, and that he signed the foregoing Quit-Claim Deed freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.



Barbara S. Severnak
Notary Public

STATE OF UTAH,)
: SS.
County of Washington.)

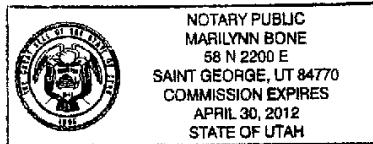
On the 29th day of August, 2008, personally appeared before me Neil Glauser, who duly acknowledged before me that he is the Manager of N & S GLAUSER FAMILY INVESTMENTS, LLC, and that he signed the foregoing Quit-Claim Deed freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.



Roxanne L. Rummel
Notary Public

STATE OF UTAH,)
: SS.
County of Washington.)

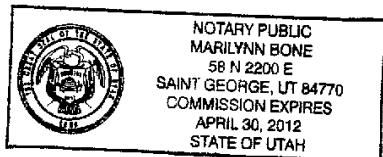
On the 29th day of August, 2008, personally appeared before me Kenneth Graff, who duly acknowledged before me that he is the Manager of WILD SAGE, LLC, and that he signed the foregoing Quit-Claim Deed freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.



Marilyn Bone
Notary Public

STATE OF UTAH,)
: SS.
County of Washington.)

On the 28th day of August, 2008, personally appeared before me James N. Ence, who duly acknowledged before me that he is the Manager of SOUTH FIELD PROPERTIES, LLC, and that he signed the foregoing Quit-Claim Deed freely and voluntarily on behalf of said company, pursuant to authority granted him by said company, and for the uses and purposes stated therein.



Marilyn Bone
Notary Public

EXHIBIT "A"

To Special Warranty Deed

A Portion of Parcel Serial Nos.: T-100-A, T-104-A-1 and T-182-A

Beginning at the intersection of the right-of-way line of a 120.00 foot wide future roadway and the west sixteenth line of Section 11, Township 41 South, Range 13 West of the Salt Lake Base and Meridian, said point lies South 00°59'59" West 1291.68 feet along the section line and North 90°00'00" East 1324.36 feet from the west quarter corner of Section 11 Township 41 South, Range 13 West of the Salt Lake Base and Meridian and running thence along said west sixteenth line South 00°56'21" West 120.60 feet to a point on the arc of a 740.00 foot radius non tangent curve concave southeasterly, the radius point of which bears South 05°12'45" East; thence southwesterly 822.27 feet along the arc of said curve through a central angle of 63°39'55" to the point of tangency; thence South 21°07'19" West 430.51 feet to the point of curvature of a 1010.00 foot radius curve concave northerly; thence westerly 2545.00 feet along the arc of said curve through a central angle of 144°22'26" to the point of tangency; thence North 14°30'14" West 1381.48 feet to the point of curvature of a 1000.00 foot radius curve concave southwesterly; thence northwesterly 439.56 feet along the arc of said curve through a central angle of 25°11'06" to the point of reverse curvature of a 1120.00 foot radius curve concave easterly; thence northerly 757.46 feet along the arc of said curve through a central angle of 38°44'57" to the point of tangency; thence North 00°56'23" West 778.83 feet to the point of curvature of a 2120.00 foot radius curve concave easterly; thence northerly 556.93 feet along the arc of said curve through a central angle of 15°03'06" to the point of tangency; thence North 14°06'43" East 970.55 feet to the point of curvature of a 1060.00 foot radius curve concave southeasterly; thence northeasterly 479.20 feet along the arc of said curve through a central angle of 25°54'07" to the point of tangency; thence North 40°00'50" East 68.35 feet to the point of curvature of a 940.00 foot radius curve concave westerly; thence northerly 722.68 feet along the arc of said curve through a central angle of 44°02'58" to the point of tangency; thence North 04°02'08" West 554.28 feet to the point of curvature of a 1000.00 foot radius curve concave southwesterly; thence northwesterly 830.98 feet along the arc of said curve through a central angle of 47°36'42" to the point of reverse curvature of a 1120.00 foot radius curve concave easterly; thence northerly 1512.75 feet along the arc of said curve through a central angle of 77°23'16" to the point of tangency; thence North 25°44'26" East 504.53 feet to a point on the north sixteenth line of Section 3 of said township and range; thence along said north sixteenth line South 88°23'32" East 131.49 feet to a point on the opposite right-of-way line being 120.00 feet from and parallel to the above described line; thence South 25°44'26" West 558.29 feet to the point of curvature of a 1000.00 foot radius curve concave easterly; thence southerly 1350.67 feet along the arc of said curve through a central angle of 77°23'16" to the point of reverse curvature of a 1120.00 foot radius curve concave southwesterly; thence southeasterly 930.70 feet along the arc of said curve through a central angle of 47°36'42" to the point of tangency; thence South 04°02'08" East 554.28 feet to the point of curvature of a 1060.00 foot radius curve concave westerly; thence southerly 814.94 feet along the arc of said curve through a central angle of 44°02'58" to the point of tangency; thence South 40°00'50" West 68.35 feet to the point of curvature of a 940.00 foot radius curve concave southeasterly; thence southwesterly 424.95 feet along the arc of said curve through a central angle of 25°54'07" to the point of tangency; thence South 14°06'43" West 970.55 feet to the point of curvature of a 2000.00 foot radius curve concave easterly; thence southerly 525.41 feet along the arc of said curve through a central angle of 15°03'06" to the point of tangency; thence South 00°56'23" East 778.83 feet to the point of curvature of a 1000.00 foot radius curve concave easterly; thence southerly 676.30 feet along the arc of said curve through a central angle of 38°44'57" to the point of reverse curvature of a 1120.00 foot radius curve concave southwesterly; thence southeasterly 492.31 feet along the arc of said curve through a central angle of 25°11'06" to the point of tangency; thence South 14°30'14" East 1381.48 feet to the point of curvature of a 890.00 foot radius curve concave northerly; thence easterly 2242.62 feet along the arc of said curve through a central angle of 144°22'26" to the point of tangency; thence North 21°07'19" East 430.51 feet to the point of curvature of a 860.00 foot radius curve concave southeasterly; thence northeasterly 968.53 feet along the arc of said curve through a central angle of 64°31'35" to a point on said west sixteenth line and the point of beginning. Contains 36.534 acres.

EXHIBIT "B"
To Amendment to
Development Agreement
For Ash Creek Crossing

Legal Descriptions

Annexed Property:

Beginning at the north quarter corner of Section 22, Township 41 South, Range 13 West of the Salt Lake Base and Meridian and running thence along the north line of said section South 89°07'45" East 1282.32 feet to the east sixteenth corner of said section; thence along the east sixteenth line of said section South 01°03'15" West 2640.15 feet to the northeast corner of Sectional Lot 6 of said section; thence along the north line of said Lot 6 North 88°40'33" West 1287.87 feet to a point on the center section line of said section; thence along said center section line South 01°10'30" West 3041.20 feet to the south quarter corner of said section; thence along the south line of said section North 89°02'53" West 1309.40 feet to the west sixteenth corner of said section; thence along the west sixteenth line of said section in the following two courses: North 00°56'32" East 2636.45 feet to the center-west sixteenth corner of said section; thence North 00°56'58" East 3039.12 feet to the west sixteenth corner of said section; thence along said north line South 88°51'27" East 1332.07 feet to said north quarter corner and the point of beginning. Contains 249.765 acres.

Purchased Parcels:

Beginning at the South ¼ Corner of Section 22, Township 41 South, Range 13 West, Salt Lake Base and Meridian;
Thence South 89°54'23" West, along the Section line, a distance of 1,309.31 feet, to the Southwest Corner of the SE ¼ SW ¼, said Section 22;
Thence North 00°05'50" West, along the 1/16th Section line, a distance of 2,636.29 feet;
Thence North 00°05'46" West, a distance of 2,218.63 feet;
Thence North 89°59'06" East, a distance of 2,613.52 feet;
Thence South 00°01'22" East, a distance of 1,820.79 feet;
Thence North 89°36'06" West, a distance of 1,289.51 feet, to a point on the North-South Center Section line of said Section 22;
Thence South 00°08'13" West, along said Center Section line, a distance of 3041.64 feet, to the Point of Beginning;
Containing: 200.66 acres, more or less.

Remainder Parcels:

The legal description for the Remainder Parcel(s) is the Annexed Property less and excepting the Purchased Parcels.

Affects a portion of Parcel Nos. T-100-A, T-104-A-1 and T-182-A