

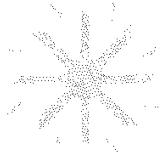
Agreement Page 1 of 85  
Gary Christensen Washington County Recorder  
01/20/2023 03:25:30 PM Fee \$76.00 By SNOW  
CALDWELL BECKSTROM & WILBANKS, PLLC

Development Agreement (Firelight)

When Recorded Return To:

Firelight Development, Inc.  
1404 W. Sun River Pkwy #200  
St. George, Utah 84790

Effects Parcel Nos.: *See Exhibit "A"*



**DEVELOPMENT AGREEMENT  
FOR  
FIRELIGHT**  
(a Planned Mixed-Use Community)

January 19, 2023

**SNOW CALDWELL BECKSTROM & WILBANKS, PLLC**  
253 W. St. George Blvd., Suite 100  
St. George, Utah 84770  
435-656-1900  
[www.scbwlaw.com](http://www.scbwlaw.com)

Development Agreement (Firelight)

## **DEVELOPMENT AGREEMENT FOR FIRELIGHT**

THIS DEVELOPMENT AGREEMENT FOR FIRELIGHT ("Agreement") is entered into this 19<sup>th</sup> day of January, 2023 ("Execution Date") by and between FIRELIGHT DEVELOPMENT, INC., a Utah corporation ("Developer"), SRC LAND HOLDINGS, LLC, a Utah limited liability company and T-VILLE DREAMZ, LLC, a Utah limited liability company (collectively "Developer Affiliates") and TOQUERVILLE CITY, a Utah municipal corporation ("City"). Throughout this Agreement, the Developer, Developer Affiliates and the City may be referred to individually as a "Party" and collectively as "the Parties".

### **RECITALS**

- A. WHEREAS, Developer and Developer Affiliates are the owner of approximately 190.08 acres described in *Exhibit "A"* ("Subject Property") and is under contract to purchase an additional 1,512.38 acres of real property ("ACC Property"). The Subject Property and the ACC Property together contain a sum total of 1,702.46 acres and is more fully depicted in *Exhibit "B"* located near the western edge of the City's current municipal boundaries. Both *Exhibit "A"* and *Exhibit "B"*, are attached hereto and incorporated herein by this reference.
- B. WHEREAS, the Subject Property, prior to conveyance to Developer, was owned by the same group of individuals and entities who own the ACC Property ("Westbrook Partners").
- C. WHEREAS, while the Subject Property and the ACC Property was under the common ownership of the Westbrook Partners, they obtained a zone change from Multiple Use (MU-20) to Residential (R-1-20) from the City ("Original Zone Change"),
- D. WHEREAS, as part of the Original Zone Change, the Westbrook Partners undertook limited high-level planning of their property and obtained conceptual approval for an overlay PDO zoning designation under zoning regulations that existed at the time on most of the 1702.46 acres which would allow them to develop a phased master-planned community to be known as the "Ash Creek Crossing Project".
- E. WHEREAS, as a condition of the Original Zone Change, the City required the Westbrook Partners to enter into a development agreement whereby they and the City memorialized certain obligations and rights relating to the development of the Ash Creek Crossing Project which was ultimately recorded on the 12th day of May, 2008 as Document No. 20080019298 on the Official Records on file in the Office of the Recorder of Washington County, State of Utah, and later amended by a certain amendment recorded on the 14th day of October, 2008 as Document No. 20080039848 in the same Official Records (collectively "ACC Development Agreement").
- F. WHEREAS, in the Fall of 2021, based upon the current underlying zoning of the Subject Property and the ACC Property (R-1-20), Developer, without the objection of the Westbrook Partners, applied for "Conceptual Approval" from the City pursuant to Section 10-15C-8 of the Toquerville City Code for a Master Planned Development Overlay Plan for both the Subject

**Development Agreement (Firelight)**

Property and the ACC Property, so that as Developer develops the Subject Property and purchases the ACC Property in segments and makes those segments subject to this Agreement (“After Acquired Property”), it could develop a phased mixed-use master-planned community to be known as “Firelight” or the “Firelight Community” (“Firelight MPDO Plan”).

G. WHEREAS, on the 19<sup>th</sup> day of January, 2022, after receiving a recommendation from the Toquerville City Planning Commission (“Planning Commission”) who conducted public hearings over a period of 2 months, the Toquerville City Council (“City Council”) granted “Conceptual Approval” of the Firelight MPDO Plan.

H. WHEREAS, subsequent to the Conceptual Approval of the Firelight MPDO Plan, Developer has submitted an application for preliminary plat approval for a residential subdivision within the Subject Property containing a phase to be known as Sun River Firelight – Phase 1 pursuant to Section 10-15C-9(A) of the Toquerville City Code (“Firelight Initial Preliminary Plat”).

I. WHEREAS, on the 8<sup>th</sup> day of June, 2022, the Planning Commission conducted a public hearing on the Firelight Initial Preliminary Plat after which they made a recommendation to the City Council to approve with the conditions of approval as set forth in the City’s Zoning Administrator’s recommendation.

J. WHEREAS, on the 8<sup>th</sup> day of June, 2022, at the same meeting, the Planning Commission also conducted a public hearing on the application for “Preliminary Approval” of the Firelight MPDO Plan after which they made a recommendation to the City Council to approve with the conditions of approval recommended by the City’s conflict legal counsel and the City’s Zoning Administrator including the deferral of the requirements found in Toquerville City Code §10-15C-9 subsections (B)(2)(c) thru (l) until the approved final plat for Sun River Firelight Phase 1 is recorded.

K. WHEREAS, on the 6<sup>th</sup> day of July, 2022, the City Council conducted a public hearing on Firelight Initial Preliminary Plat. After taking input from the public, reviewing the recommendation of the Planning Commission, and discussing the application amongst themselves, voted to approve the Firelight Initial Preliminary Plat conditioned upon the requirements suggested by the City staff and the Planning Commission.

L. WHEREAS, on the 6<sup>th</sup> day of July, 2022, at that same meeting, the City Council considered Developers application for “Preliminary Approval” of the Firelight MPDO Plan. After receiving input from City staff and the City’s Conflict Counsel, the City Council granted “Preliminary Approval” of the Firelight MPDO Plan on the condition that the requirements of the Toquerville City Code §10-15C-9 subsections (B)(2)(c) thru (l) be deferred and fully completed by the time the approved final plat for Sun River Firelight Phase 1 is recorded.

M. WHEREAS, subsequent to the approval of the Firelight Initial Preliminary Plat and the granting of the Preliminary Approval of the Firelight MPDO Plan, Developer has submitted and sought approval and sign off from the City, and the various utility providers within the City, a complete set of construction drawings for Sun River Firelight Phase 1 which satisfies the deferred

## Development Agreement (Firelight)

requirements of Toquerville City Code §10-15C-9 subsections (B)(2)(c) thru (l) (“Firelight Initial Phase Construction Drawings”).

N. WHEREAS, Developer has also submitted to the City an application and a proposed final plat for approval for Sun River Firelight – Phase 1 (“Firelight Initial Final Plat”).

O. WHEREAS, Developer has also submitted to the City an application for “Final Approval” of the Firelight MPDO Plan as to the Subject Property and any After Acquired Property made subject to this Agreement pursuant to Section 10-15C-10 of the Toquerville City Code.

P. WHEREAS, on the 13<sup>th</sup> day of July, 2022, the Planning Commission conducted a public hearing on this Agreement and recommended its approval to the City Council (at least as to the land use variations from City Standards set forth in Sections 11, 12 and 13 of the Agreement).

Q. WHEREAS, on the 3<sup>rd</sup> day of August, 2022, the City Council voted to approve the form of this Agreement with the changes being made in the Agreement as outlined in the written conditions of approval prepared and submitted by the Developer and that said changes are made to the satisfaction of the City’s Conflict Counsel and a final review of the revised version of the Agreement being reviewed by the City Council prior to the Mayor executing the same on behalf of the City.

R. WHEREAS, on the 10th day of August, 2022, the Planning Commission, upon receiving confirmation from City Staff that application items had been submitted or satisfied (such as approved construction drawings), conducted a public hearing on the Firelight Initial Final Plat, after which they voted to recommend approval of the same to the City Council subject to (or conditioned upon) certain modifications to the Firelight Initial Final Plat being made as suggested by the City’s Staff and the City’s Conflict Council.

S. WHEREAS, on the 25<sup>th</sup> day of August, 2022, the City Council, after conducting a public hearing – taking input from the public, and after reviewing the recommendation of the Planning Commission, and discussing the application amongst themselves, voted to approve the Firelight Initial Final Plat conditioned upon the requirements suggested by the City staff, the City’s Conflict Counsel and the Planning Commission.

T. WHEREAS, on the 25<sup>th</sup> day of August, 2022, the City Council also reviewed this final version of this Agreement and consented to its form and content and authorized the Mayor to execute the same on behalf of the City after one final review had been performed by the City’s Conflict Counsel and confirmed with Councilmembers Ty Bringhurst and Gary Chaves – which has occurred.

U. WHEREAS, on the 14<sup>th</sup> day of September, 2022, the Planning Commission conducted a public hearing on Firelight’s application for “Final Approval” of the Firelight MPDO Plan and Toquerville Ordinance 2022.09 which amends the City’s Official Zoning Map to show the Subject Property and any After Acquired Property as being zoned MPDO. At the conclusion of the public hearing, the Planning Commission voted recommend to the City Council that they grant Developer

## Development Agreement (Firelight)

“Final Approval” of the Firelight MPDO Plan subject to (or conditioned upon) certain conditions including those suggested by the City’s Staff and the City’s Conflict Council.

V. WHEREAS, on the 21<sup>st</sup> day of September, 2022, the City Council considered Developers application for “Final Approval” of the Firelight MPDO Plan. After receiving input from City staff, the City’s Conflict Counsel and reviewing the actions of the Planning Commission, the City Council granted “Final Approval” of the Firelight MPDO Plan and adopted Toquerville Ordinance 2022.09 which amends the City’s Official Zoning Map to show the Subject Property and any After Acquired Property as being zoned MPDO - conditioned upon the requirements suggested by the City staff, the City’s Conflict Counsel and the Planning Commission.

W. WHEREAS, in granting “Final Approval” of the Firelight MPDO Plan and adopting Toquerville Ordinance 2022.09 the City Council expressly made the following findings:

- i. The Firelight MPDO Plan does not conflict with any applicable policy of the City’s General Plan;
- ii. The Firelight MPDO Plan meets the spirit and intent of Chapter 15C of Title 10 of the Toquerville City Code (Master Planned Development Overlay Zone);
- iii. The Firelight MPDO Plan will allow integrated planning and design of the Subject Property and any After Acquired Property, on the whole, create better development than would be possible under the ACC Development Agreement or conventional zoning regulations;
- iv. The Firelight MPDO Plan meets applicable density limitations of the City’s R-1-20 zone with a reasonable bonus density being given for Developer’s construction and dedication of certain public amenities and preservation of open space pursuant to Chapter 15C of Title 10 of the Toquerville City Code (MPDO Zone);
- v. The Firelight MPDO Plan meets applicable use limitations of the City’s R-1-20 zone as modified and qualified by Chapter 15C of Title 10 of the Toquerville City Code (MPDO Zone); and
- vi. The Firelight MPDO Plan promotes the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of City.

X. WHEREAS, in granting “Final Approval” of the Firelight MPDO Plan and adopting Toquerville Ordinance 2022.09 the City Council also made the following express findings:

- i. Developer has, or will have, sufficient control over the Subject Property and any After Acquired Property to ensure development occurs in compliance with the Firelight MPDO Plan as approved and this Agreement;
- ii. Developer has, or will have the financial capability to carry out development of all of the Subject Property and After Acquired Property in compliance with the Firelight MPDO

Development Agreement (Firelight)

Plan as approved and this Agreement; and

iii. Developer has, or will have, the level of experience, expertise, and depth of management necessary to carry out development of the Subject Property and After Acquired Property in compliance with the Firelight MPDO Plan as approved, and this Agreement.

Y. WHEREAS, City has expended considerable time, effort, and resources in reviewing the Firelight MPDO Plan and will continue to expend considerable time, effort, and resources of the City to ensure the development of the Subject Property and the After Acquired Property in compliance with Title 10 of the Toquerville City Code (Land Use Regulations), as modified by this Agreement and the Firelight MPDO Plan.

Z. WHEREAS, each of the Parties are willing and desirous to enter into this Agreement in order to implement the purposes and conditions of Chapter 15C of Title 10 of the Toquerville City Code (Master Planned Development Overlay Zone) and to more fully memorialize the covenants and commitments of each Party, while giving effect to applicable state law and Title 10 of the Toquerville City Code (Land Use Regulations).

### **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 as follows:

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

2. **Definitions.** Any term or phrase used in this Agreement that has the first letter of each word capitalized shall have that meaning given to it by Title 10 of the Toquerville City Code (Land Use Regulations) in effect on the date this Agreement is executed, or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

a. “ACC Property” means the 1,512.38 acres of real property depicted and described in ***Exhibit “B”*** presently owned by the Westbrook Partners and subject to an option to purchase by Developer. The ACC Property and Subject Property make up the totality of proposed Firelight Community.

b. “After-Acquired Property” means any portion of the ACC Property acquired by Developer after the execution of this Agreement and made subject to this Agreement by the process set forth in Section 15 below.

c. “Ash Creek SSD” means the Ash Creek Special Service District, a body politic created for the purpose of providing sewer and wastewater removal and treatment to the Hurricane Valley Basin Area, which includes the Subject Property and the ACC Property.

## Development Agreement (Firelight)

d. "Bonus Density Commitments" means those contractual commitments agreed to be performed by the Developer or successors in Section 9.d below, through which the City grants up to an additional 30% bonus density to the Maximum Residential Density of the Firelight Community pursuant to Section 10-15C-6 of the City's Land Use Ordinances.

e. "City" means the Toquerville City, a Utah municipal corporation and political subdivision of the State of Utah.

f. "City's Land Use Ordinances" means Title 10 (Land Use Regulations) of the Toquerville City Code, as amended from time to time.

g. "City Ordinances" or "City Code" means the Toquerville City Code, including City's Land Use Ordinances.

h. "City's Standards and Specifications" means those design and construction guidelines, standards and specifications adopted by the City Council in March 2020 and as amended by Toquerville City Ordinance 2021.07 found at <http://cdn-west.sqhk.co/cityoftoquerville/osiicAs/ToquervilleCityStandardsSpecifications5-10-21.pdf>, and as may be amended from time to time.

i. "Commercial Use" or "Commercial Structure" means any commercial building, structure or use that complies with the limitations and types of use set forth as Permitted or Conditional in **Exhibit "H"** of this Agreement and Chapter 12 the of the City's Land Use Ordinances.

j. "Density Transfer" means the ability of Developer to transfer densities from one Development Parcel to other Development Parcels within the Firelight Community subject to the conditions set forth in Sections 7(f) and 7(g) of this Agreement.

k. "Developer" means Firelight Development, Inc., a Utah corporation, and the Developer Affiliates, as well as their successors and assigns.

l. "Developer Affiliates" means SRC Land Holdings, LLC, a Utah limited liability company, T-Ville Dreamz, LLC, a Utah limited liability company and any persons or entities who are members of the Developer.

m. "Development Activity" means any design, engineering, entitlement, construction, expansion and marketing of a Development Parcel, building, structure, Lot, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.

n. "Development Parcel" means an area within the Subject Property that holds the potential of being developed, in part or in whole by Developer, or its successors and assigns, into one or more separate residential or commercial development envelopes. Development Parcel includes subdivision phases, commercial lots or pads within a commercial site plan or multiple lots within a subdivision phase. Development Parcels are

## Development Agreement (Firelight)

not necessarily designated in the Firelight MPDO Plan but may be designed and designated as such at a later date.

o. "Electrical Power Supplier" means Rocky Mountain Power, a division of PacifiCorp, or any other electrical power supplier who may provide electrical power service to the area of the City where Firelight is located in the future.

p. "ERU" means equivalent residential unit. An equivalent residential unit means a Dwelling Unit as defined by City's Land Use Ordinance.

q. "Final Plat" means a final plat of a residential or commercial subdivision to be constructed as a phase within a Development Parcel which, after approval by the City Council, is to be recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.

r. "Firelight", "Firelight Community" and "Community" mean the Firelight planned mixed use community described more fully in Section 3, below and further described and depicted in ***Exhibit "B"***, which is attached hereto and incorporated herein.

s. "Firelight Commercial Uses" means those Commercial Uses listed as Permitted "P" or Conditional "C" in ***Exhibit "H"*** (*Commercial Planning Area – Permitted Use Table*).

t. "Firelight Design Standards" means those development and design standards set forth in this Agreement as well as those set forth in the City's Land Use Ordinances, the Firelight Community Charter and the separate plans that will be adopted by Developer, including a community wide Culinary Water Storage and Distribution Plan, a Sewer and Storm Water Management Plan, a Traffic Circulation Plan, and Trails and Recreation (Park) Plan for the purpose of providing consistency and continuity throughout the Firelight Community.

u. "Firelight Initial Preliminary Plat" means that certain Preliminary Plat prepared by Rosenberg Associates for Sun River Firelight – Phase 1 along with all application forms, narratives and supporting documents submitted by the Developer to the City.

v. "Firelight Initial Final Plat" means that certain Final Plat prepared by Rosenberg Associates for Sun River Firelight – Phase 1 along with all application forms, narratives and supporting documents submitted by the Developer to the City.

w. "Firelight Master Declaration" means the Firelight Community Charter that will be annexed to those Development Parcels, or portions thereof, located within of the Subject Property and any After Acquired Property at the time of recordation of a Final Plat or Commercial Site Plan for said Parcels or portions thereof.

x. "Firelight MPDO Plan" means the plan of development submitted by the Developer and approved by the City Council after extensive public hearings and recommendations made by the Planning Commission in late 2021 and the early part of 2022. The Firelight

## Development Agreement (Firelight)

MPDO Plan is 27 pages long consisting of several pages of introductory narrative regarding the types and location of uses and densities to be developed within the Firelight Community as well as detailed summary and notes regarding approved modifications to the City's Standards and Specifications for certain types of standalone and mixed uses, a Vicinity Map, an Existing Conditions Map, an Open Space and Steep Slope Map, a Hillside Slope Analysis Map, a Commercial Planning Area Map, a Residential Planning Area Map, a Trails Master Plan, a Parks Master Plan, a Commercial Planning Area – Use Table, a Bonus Density Analysis and Tabulation, several modified Road Cross Section Standards and an Active Adult Lot Layout Diagram. The Firelight MPDO Plan is attached hereto, marked **Exhibit "C"**, and is incorporated herein by this reference.

y. "Firelight Water Distribution System" means the system of water transmission lines within the Firelight Community to be designed, constructed by the Developer or Sub-Developers and dedicated to the City for the purpose of distributing culinary to ERU's and Commercial Uses in the Firelight Community.

z. "Land Use Application" means any application for development within Firelight submitted to City by Developer or any Sub-Developer subsequent to the execution of this Agreement.

aa. "Maximum Commercial Density" means that definition prescribed to it in Section 7.d. of this Agreement.

bb. "Maximum Development Area" means that definition prescribed to it in Section 7.a. of this Agreement.

cc. "Maximum Residential Density" means that definition prescribed to it in Section 7.b. of this Agreement.

dd. "Planning Commission" means the Toquerville City Planning Commission.

ee. "Project Improvements" means site improvements and Public Facilities that provide services only to the Firelight Community resulting from a Development Activity and necessary for the use and convenience of the residents or guests of the Firelight Community. Project Improvements are not System Improvements - however, elements of both Project Improvements and System Improvements can be present within an individual Public Facility.

ff. "Proportionate Share" means the cost of Public Facility improvements that are roughly proportionate and reasonably related to the service demands and needs of a certain Development Activity.

gg. "Public Facility" or "Public Facilities" means any facility located within the City that is designed to provide services to the City and public at large. A facility that does not benefit the public, but rather individual lots or parcels or common areas within a development is not a Public Facility. Public Facilities include, but are not limited to,

## Development Agreement (Firelight)

infrastructure and systems owned and maintained/operated by the City such as roads, rights of ways, buildings, parks, trails, sidewalks, bridges, and utility/drainage systems. Public Facilities include System Improvements.

hh. "Sub-Developer" means any person, entity, group or association responsible to design, engineer, entitle, construct and market a Development Parcel, or any part thereof, with or without structures or Dwellings thereon.

ii. "Subject Property" means the 190.08 acres of real property presently owned by Developer or Developer Affiliates more particularly described in *Exhibit "A"* and depicted in *Exhibit "B"* which is attached hereto and incorporated herein by this reference. The Subject Property and the ACC Property make up the totality of proposed Firelight Community.

jj. "System Improvements" means existing Public Facilities that are designed to provide services to areas within the City at large; and future Public Facilities identified in the City's Capital Facilities Plan that are intended to provide services to areas within the City at large. "System Improvements" are not Project Improvements - however, elements of both Project Improvements and System Improvements can be present within an individual Public Facility.

kk. "Toquerville Parkway" or "Parkway" means the parkway style by-pass road approximately 4.5 miles in length commencing at milepost 1.15 of Utah State Route 17 (SR-17) near Anderson Junction and running South by Southwest out around present Toquerville proper thru the Firelight Community and ultimately turning East by Southeast to a point where it will cross over Ash Creek and ultimately re-connecting with SR-17 at milepost 5.4., the first phases of which are presently being constructed by the City with the ultimate intent of dedicating and conveying the 120 foot wide right of way to the Utah Department of Transportation (UDOT) (to be known as the newly re-aligned SR-17) for maintenance and ultimate expansion as traffic counts dictate in the future. The Parkway is depicted more fully in *Exhibits "B" thru "G"*.

ll. "Water Storage Site" means that area within or near the Firelight Community to be identified and approved by both the Developer and the City and subsequently acquired, constructed and dedicated, if necessary, to the City for the purpose of receiving, holding, storing and transmitting culinary water to a majority of the Firelight Community.

mm. "Westbrook Partners" means those persons and entities who own the ACC Property which is not yet sold to Developer as set forth in *Schedule "A"*.

3. Summary of Firelight. Firelight is planned as a phased mixed-use master-planned community which, upon full annexation to this Agreement and build out, will include residential, commercial, recreational and community related development consisting of approximately 1702.46 +/- acres located near the western edge of the City's municipal boundaries. Firelight consists of the parcels of real property described in *Exhibit "A"* known as the Subject Property (190.08 acres) and the ACC Property which is described and depicted in *Exhibit "B"* known as

**Development Agreement (Firelight)**

the ACC Property (1,512.38 acres). It is anticipated that the Firelight Community will be split up into several Residential Planning Areas, Commercial Planning Areas and other recreational or open space areas. Said areas (aka neighborhoods & commercial districts) will be further split up into Development Parcels (aka subdivisions and commercial sites) and eventually said Development Parcels may be further divided into phases. Developer will act as the master developer of the Firelight Community. As such, Developer will oversee and/or coordinate the design and construction of all major “on-site” and “off-site” Public Facility infrastructure and amenities necessary for the Firelight Community. Developer anticipates constructing individual portions of Development Parcels itself and possibly conveying some to Sub-Developers in a planned and regulated manner. Sub-Developers shall be bound by and shall cause its employees and agents to act in accordance with the terms of this Agreement. Developer intends to adopt a detailed set of Development Guidelines and CC&Rs which will govern the Firelight Community, a copy of which shall be reviewed and approved by the City. Such Development Guidelines shall be consistent with the provisions of this Agreement, the Firelight MPDO Plan, the City’s Land Use Ordinances and the City’s Standards and Specifications (as modified by this Agreement).

4. **Findings and Authority.**

a. **Compliance and Benefits to City.** The City finds that (i) the Firelight MPDO Plan and this Agreement are consistent with the City’s General Plan, as amended, Chapter 15C of Title 10 of the Toquerville City Code (Master Planned Development Overlay Zone) and all other applicable ordinances, rules, regulations and policies of City; and (ii) the development of the Firelight Community pursuant to this Agreement, the Firelight MPDO Plan and the City’s Land Use Ordinances will result in significant planning and economic benefits to and will further the health, safety and general welfare of City and its residents by, among other things: (A) requiring development of the Firelight Community in a manner consistent with the applicable rules, regulations and policies of City; (B) providing for the design, construction and dedication of Public Facilities to be completed in several phases as set forth herein; (C) increasing sales and/or property tax and other revenues to the City derived from businesses operated within the Firelight Community and residences constructed and occupied within the Firelight Community; (D) creating jobs from new businesses to be located within the Firelight Community, and (E) the construction of the first phase of the Toquerville Parkway.

b. **Reliance by the Parties.** City acknowledges that Developer is relying on the execution and continuing validity of this Agreement, the conditions set forth in this Agreement, and the land use entitlements derived from this Agreement and the Firelight MPDO Plan as they relate to the Subject Property and any After Acquired Property. Developer has expended substantial funds in the planning, design and engineering for the Firelight Community and the Toquerville Parkway, in reliance upon this Agreement and will continue to expend substantial funds in the actual construction of the Public Facilities and site improvements within the Firelight Community. Conversely, Developer acknowledges that City is relying on the execution and continuing validity of this Agreement and Developer’s faithful performance of its covenants and obligations under this Agreement, the Firelight MPDO Plan in granting the land use entitlements contained herein.

## Development Agreement (Firelight)

c. **Purpose: Authorization to Develop.** The Parties desire that the City have reasonable certainty concerning the manner in which the Firelight Community will be developed, and that the Developer will have reasonable certainty in proceeding with the development of the Firelight Community. Throughout this Agreement, Developer, the Developer Affiliate's and their successors and assigns agree to comply with the terms of the Firelight MPDO Plan and this Agreement, and in exchange, City authorizes Developer and Developer's Affiliates, as well as their successors and assigns the right to develop the Firelight Community as set forth in the Firelight MPDO Plan and this Agreement, subject only to future modification as set forth in Section 6, below.

5. **Applicable Laws and Regulations.** The Parties acknowledge that the entire proposed Firelight Community is located solely within the municipal boundaries of the City. Accordingly, except as provided in Sections 11, 12 & 13, below, the Parties agree that all Development Activity (including the construction of Public Facilities of any sort, on or off-site) relating to the Firelight Community shall comply with City's Land Use Ordinances and the City's Standards and Specifications.

6. **Process To Obtain "Preliminary Approval" and "Final Approval" of the Firelight MPDO Plan and Corresponding Zoning.** Pursuant to the Recitals, which are incorporated herein by this reference, the Parties acknowledge and agree that Developer and Developer Affiliates have properly applied for, and received, "Conceptual Approval" of the Firelight MPDO Plan in compliance with Section 10-15C-8 of the Toquerville City Code, "Preliminary Approval" of the Firelight MPDO Plan in compliance with Section 10-15C-9 of the Toquerville City Code and "Final Approval" of the Firelight MPDO Plan and the effective rezoning of the Subject Property and any After Acquired Property in compliance with Section 10-15C-10 of the Toquerville City Code. For purposes of clarity, further explanation, sequencing and precedence, Developer and/or the Developer Affiliates have followed the following steps:

a. **Preliminary Approval (§10-15C-9).** The Firelight MPDO Plan was considered to have received "Preliminary Approval" once the following occurred (in the order listed):

i. Developer submitted the Firelight Initial Preliminary Plat to the City containing the following:

1. Written consent and owners dedication to the Firelight Initial Preliminary Plat and the Firelight MPDO Plan executed on behalf of all persons or entities owning the Subject Property.

2. A narrative identifying:

a. A generalized time schedule showing a rough estimate of the commencement of construction for each phase within the Firelight Initial Preliminary Plat;

b. The estimated rate of development and approximate

## Development Agreement (Firelight)

completion date for each phase within the Firelight Initial Preliminary Plat; and

c. The stages of development of Private and Public Facilities within the Firelight Initial Preliminary Plat.

ii. Developer submitted a draft of a proposed “Firelight Master Declaration” (to be known as the Firelight Community Charter), together with a draft Articles of Incorporation and Bylaws for the Firelight Community Association (“Firelight Master Governing Documents”). In addition to the Firelight Master Governing Documents, Developer submitted a draft proposed Sub-Declaration of Covenants, Conditions and Restrictions for Sun River Firelight, an active adult community located within the Firelight (within which the Firelight Initial Preliminary Plat is planned) together with a draft Articles of Incorporation and Bylaws for the Sun River Firelight Owners Association (“Sun River Firelight Sub-Governing Documents”).

iii. Developer submitted a draft of this Agreement acceptable in form to them (but subject to further modification and approval by the City and good faith negotiation between the Parties).

iv. On June 8, 2022, upon providing 10 days advanced notice in compliance with Section 10-19C-3.C.2 of the City’s Land Use Ordinance, the Planning Commission conducted a public hearing on the Firelight Initial Preliminary Plat, after which it made a recommendation for approval to the City Council.

v. On June 8, 2022, upon providing 10 days advanced notice in compliance with Section 10-1-8-4 of the City’s Land Use Ordinance, the Planning Commission conducted a public hearing on Developer’s application for “Preliminary Approval” of the Firelight MPDO Plan and subsequently thereafter recommended approval of the same to the City Council.

vi. On July 6, 2022, upon providing 10 days advanced notice in compliance with Section 10-19C-3.C.4 of the City’s Land Use Ordinance, the City Council conducted a public hearing on the Firelight Initial Preliminary Plat, after which it voted to approve the same subject to the conditions recommended by the City’s Staff & the Planning Commission.

vii. On July 6, 2022, upon providing 10 days advanced notice in compliance with Section 10-1-8-4 of the City’s Land Use Ordinance, the City Council conducted a public hearing on Developer’s application for “Preliminary Approval” of the Firelight MPDO Plan and subsequently thereafter granted said “Preliminary Approval”.

b. Final Approval (§10-15C-10). The Firelight MPDO Plan received “Final Approval” and the Subject Property was effectively re-zoned to MPDO once the following occurred (in the order listed):

## Development Agreement (Firelight)

- i. Developer had prepared (by a licensed civil engineer) and submitted to the City and the various utility and special service providers operating within the City) the Firelight Initial Phase Construction Drawings containing a complete set of "Construction Plans" for civil improvements within the phase identified in the Firelight Initial Preliminary Plat in a multiple of ten (10) copies. Pursuant to Section 10-15C-9.B.2 of the City's Land Use Ordinances said Construction Plans included maps and drawings at a minimum scale of one inch equals one hundred feet (1" = 100') showing the precise location of the following:
  1. Existing contours (due to steep slopes, a 3-D model may be required);
  2. Contours after development;
  3. Location and size of proposed storm drainage system, sewer, water, power, natural gas, phone and cable television utilities;
  4. A street system and lot design with appropriate dimensions and detailed cross-sections;
  5. Location and dimensions of pedestrian walkways, paths and trails within the site and connecting to surrounding neighborhoods;
  6. Location, arrangement, number and dimensions of off-street parking and as required by the City's Land Use Ordinances;
  7. Location, arrangement and dimensions of truck loading zones (if applicable);
  8. Location of existing and/or proposed buildings and structures and their uses, open space and dedicated or reserved properties (if applicable);
  9. A preliminary architectural plan depicting the general height, bulk and type of construction and their approximate location on lots;
  10. A preliminary landscaping plan, including trees, screen planting, walls, fences, etc; and
  11. Location, character and types of signs
- ii. The City's Zoning Administrator, the City Engineer and all required utility providers reviewed, approved and signed off on the Firelight Initial Phase Construction Drawings.
- iii. Developer submitted a proposed Firelight Initial Final Plat for the phase

## Development Agreement (Firelight)

previously designated in the Firelight Initial Preliminary Plat;

- iv. On July 13, 2022, the Planning Commission conducted a public hearing on this Agreement with specific emphasis on Sections 11, 12 & 13 and concluded that the variances from the City's Standards and Specifications for Public Improvements contained in those Sections were reasonable and therefor recommended to the City Council that it approve this Agreement and authorize the Mayor to execute the same on behalf of the City and cause a fully executed copy to be recorded against the Subject Property in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.
- v. On August 3, 2022, the City Council reviewed the Planning Commission's recommendation regarding the adoption of this Agreement as well as recommendations from the City's Conflict Council and voted to approve this Agreement with the changes being made in the Agreement as outlined in the written conditions of approval prepared and submitted by the Developer and that said changes are made to the satisfaction of the City's Conflict Counsel and a final review of the revised version of the Agreement being reviewed by the City Council prior to the Mayor executing the same on behalf of the City and causing it to be recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.
- vi. On August 10, 2022, the Planning Commission, upon providing 10 days advanced notice in compliance with Section 10-19C-3.C.2 of the City's Land Use Ordinance, conducted a public hearing on the proposed final plat for the phase contained in the Firelight Initial Preliminary Plat, found it to be in compliance with the approved Firelight Initial Preliminary Plat, the approved Firelight Initial Phase Construction Drawings and this Agreement and recommended its approval to the City.
- vii. On August 17, 2022, the City Council, upon providing 10 days advanced notice in compliance with Section 10-19C-3.C.2 of the City's Land Use Ordinance, conducted a public hearing on the proposed final plat for Sun River Firelight, Phase 1 and thereafter voted to approve the final plat and authorize the various elected and appoint officials of the City to sign and record the same in the Official Records on file in the Office of the Recorder of Washington County, State of Utah after all Private and Public Facilities identified in the Fire Light Initial Phase Construction Drawings have been constructed, inspected and accepted by the City.
- viii. On August 25, 2022, the City Council reviewed this final version of this Agreement and consented to its form and content and authorized the Mayor to execute the same on behalf of the City after one final review had been performed by the City's Conflict Counsel and confirmed with Councilmembers Ty Bringhurst and Gary Chaves – which has occurred.

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ix. On September 14, 2022, the Planning Commission, upon providing 10 days advanced notice in compliance with Section 10-1-8-4 of the City's Land Use Ordinances, conducted a public hearing on Developer's application for "Final Approval" of the Firelight MPDO Plan and recommended to the City Council that said approval be granted and that the City Council adopt Toquerville Ordinance 2022.09 to amend the Official Zoning Map of the City to reflect the Subject Property and any After Acquired Property as having the MPDO zoning district designation.

x. On September 21, 2022, the City Council, upon providing 10 days advanced notice in compliance with Section 10-1-8-4 of the City's Land Use Ordinances, conducted a public hearing on Developer's application for "Final Approval" of the Firelight MPDO Plan and thereafter voted to grant "Final Approval" of the Firelight MPDO Plan and to effectuate the same by adopting Toquerville City Ordinance 2022.09 indicating the City's Official Zoning Map is amended to reflect that the Subject Property and any After Acquired Property annexed in compliance with Section 15 below is thereafter contain the MPDO zoning district designation subject to the uses and densities outlined in this Agreement.

c. Binding Effect of "Final Approval" of the Firelight MPDO Plan. The entitlements granted by the "Final Approval" of the Firelight MPDO Plan and the execution and recording of this Agreement against the Subject Property and any After Acquired Property shall not be affected by any subsequent inconsistent or contrary ordinance, resolution, rule or regulation enacted by City that prohibits or regulates the Maximum Residential Density, the Maximum Commercial Density, land uses, site improvements, rights of way, infrastructure, open space, parks and trails granted via said Plan and this Agreement.

d. Subsequent Land Use Applications. Except as provided in Sections 11, 12 & 13, below, any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the of City's Land Use Ordinance in effect when a complete application is submitted. By way of clarification, after "Final Approval" of the Firelight MPDO Plan is granted, Developer, Developer Affiliates and/or their successors and assigns may proceed to the subdivision or commercial site plan approval processes prescribed by the City's Land Use Ordinances and need not seek any further zoning approvals (except conditional use permits in the event a commercial use is designated as "conditional" in **Exhibit "H"** (Commercial Planning Area – Permitted Uses Table)

e. Building Permits. Any person or entity applying for a building permit within Firelight shall be subject to the building, electrical, mechanical, plumbing, fire codes and other safety codes and City ordinances relating to the construction of any structure in effect when a person or entity files with City a complete application for such a permit.

f. Later Enacted State or Federal Law. The rights and obligations of the Parties under this Agreement shall be subject to later enacted State and Federal laws and regulations, to the extent applicable to the Firelight Community and controlling over the City's Land Use Ordinances.

## Development Agreement (Firelight)

g. **Moratorium.** The rights of Developer under this Agreement, the Firelight MPDO Plan and this Agreement shall only be subject to a subsequent moratorium or ordinance enacted by City to respond to a bona fide threat to the public health and safety or which involves facts and circumstances beyond the control of City and which threat represents a “compelling and countervailing public interest” as such term is used in the Utah Municipal Land Use Development and Management Act and the case law construing such term. The City represents that, as of the date of this Agreement, to its best knowledge, information and belief, it is not aware of any existing facts under which such a moratorium or ordinance might be enacted.

7. **Process for Modifying the Firelight MPDO Plan After Final Approval.**

a. **Intent.** City acknowledges that the Firelight MPDO Plan contains generalized narratives and depictions regarding the future development of the Firelight Community. Developer may modify the Firelight MPDO Plan once Final Approval has been granted so long as the Maximum Development Area, the Maximum Residential Density, the Maximum Commercial Density, land uses permitted and Public Facilities depicted and described in said Plans, are not materially changed. Subject to this limitation, and as provided in this Section and other related provisions throughout this Agreement, Developer is specifically entitled to, and City hereby grants to Developer, the right to make non-material changes and/or adjustments the exact location of various development uses and densities under the provisions of this Agreement between or among Residential Planning Areas, Commercial Planning Areas, Development Parcels and Sub-Development Parcels pursuant to this Section. The purpose of this provision is to allow Developer and the Developer Affiliates the opportunity to change the configuration of uses and densities shown or described in the Firelight MPDO Plan to reflect future changes in economic factors, development, ownership or other relevant matters so long as such changes do not require the uncompensated relocation of Public Facilities which have been constructed or which materially and adversely impact other Public Facilities depicted and planned in the Firelight MPDO Plan as reasonably determined by City. Any proposed modification of the Firelight MPDO Plan which increases the Maximum Residential Density, the Maximum Commercial Density, the Maximum Development Area, adds other land uses or further modifies the City’s Standards and Specifications other than that set forth in Sections 11, 12 and 13 shall be accomplished only by a modification to the Firelight MPDO Plan as set forth in this Section.

b. **Submittal of Modification Application.** If Developer or its successors and assigns, desire to modify the Firelight MPDO Plan as described in Section 7.a., above, Developer shall submit a modification application together with any required fee, in the form and amount prescribed by the City (“Modification Application”).

c. **Non-Material Modifications.** Any Modification Application which, after the review of the City’s Council, is deemed to be non-material and within the scope of the modifications permitted by Subsection 7.a. above, as reasonably determined by City, may be modified by Developer by providing City with a modified Firelight MPDO Plan

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containing the revision date and supplemental summary referencing the revision date. Said supplemental summary shall briefly detail the changes made to the modified Plan.

d. **Material Modifications.** Any Modification Application which, after the review of the City's Council, is deemed to be material and outside of the scope of the modifications permitted by Subsection 7.a., above, may only be approved if Developer or a Developer Affiliate goes through the process of a traditional zone change aka amendment to the City's Official Zoning Map as prescribed in Section 10-8-3 of the City's Land Use Ordinances (Zone Changes/Amendments to Zone District Map). Only after a public hearing has been conducted by the Planning Commission and a recommendation made by them, can the City Council take action on the Modification Application. Developer or Developer Affiliates need not go through the three-step approval process of "Conceptual Approval", "Preliminary Approval" or "Final Approval" prescribed in the MPDO Sections of the City's Land Use Ordinances (10-15C-8 thru 10) to have a Modification Application approved. Rather a Modification Application is simply considered a modification of the "Final Approval" of the Firelight MPDO Plan.

e. **Standard and Timing on Determination of Materiality of a Modification Application.** The City shall make the determination of whether a Modification Application falls within the scope of changes capable of being made unilaterally by the Developer pursuant to Subsection 7.a., above or whether the Modification Application seeks a material modification and must proceed pursuant to Subsection 7.b.. Said determination must be made by the City within forty-five (45) days of the submittal of the Modification Application or it will be deemed non-material. In determining the materiality of a Modification Application, the City shall utilize a standard of reasonableness meaning the determination shall not be arbitrary or capricious and shall be supported by a majority of credible evidence and reasoning obtained or that should be obtained by the City.

f. **Appeal of Adverse Determinations.** The Parties stipulate and agree that the determination of the materiality of a Modification Application and the ultimate determination of the merits of the Modification Application are both land use decisions for which Developer shall have the right to appeal pursuant to Subsection 10-3-2(F) and (I) of the City's Land Use Ordinances.

8. **General Conditions of the Firelight MPDO Plan Final Approval.** As part of the Firelight MPDO Plan "Final Approval", the following general development conditions and guidelines for the Firelight Community shall apply proportionally to the Subject Property and any After Acquired Property that have been annexed and made subject to this Agreement pursuant to Section 15, below:

a. **Maximum Development Area.** The Firelight Community and the entitlements granted by this Agreement and the Firelight MPDO Plan shall be limited to the Subject Property described in ***Exhibit "A"*** and any After Acquired Property within the ACC Property depicted in ***Exhibit "B"*** unless changed by an approved Modification Application pursuant to Section 7, above ("Maximum Development Area").

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b. **Maximum Residential Density.** The Subject Property and any After Acquired Property may contain the maximum residential density of 2.6 residential units per acre (“Maximum Residential Density”). The Maximum Residential Density is calculated by taking two (2) Dwelling Units per acre (per the underlying R-1-20 zoning held by the Subject Property and the ACC Property) and multiplying it by the total acreage within the proposed Firelight Community (1702.46 acres) to reach a base density of 3,405 ERUs. The Firelight base density is then increased by thirty percent (30%), to wit: 4,427 ERUs, based upon: (i) the City Council’s acceptance of Developer’s Bonus Density Commitments (defined below), and (ii) Developer and Developer Affiliate’s compliance with the terms and conditions of this Agreement and the Firelight MPDO Plan. There shall be no diminution in the Maximum Residential Density for property dedicated to the City or other entities for Public Facilities (such as roads, parks, trails, utility systems and rights of ways). Likewise, there shall be no diminution in the Maximum Residential Density for areas containing steep slopes, sensitive land, prominent geological formations, and open space areas. When the maximum number of ERUs (with the 30% density bonus), to wit: 4427 is divided by the Maximum Development Area the Maximum Residential Density of 2.6 ERUs per acre is the product.

c. **Residential Planning Areas & Densities.** The Maximum Residential Density has been allocated throughout the Firelight Community in thirteen (13) different Residential Planning Areas (“RPA”). Each RPA consists of Development Parcels containing varying levels of residential density and residential uses. Each RPA, along with its boundaries, intensity of use and acreage is identified in *Exhibit “F” (Residential Planning Area Map)* which is attached hereto and incorporated herein by this reference. The various RPAs have been designated for planning purposes including the sizing and location of Public Facilities as well as efficiencies of scale and preservation of property values. It is intended by the Parties that there be a level of flexibility in the final location, size, and intensity of residential uses within all of the RPAs. Accordingly, the non-material modification of boundaries, intensity of use and size of an RPA may be accomplished by the Developer thru the Modification Application process prescribed in Section 7 above. So long as an RPA maintains similar frontage and access to and from the major collector roads designated in the Residential Planning Area Map and the Maximum Residential Density for the Subject Property and any After Acquired Property owned by Developer or the Developer Affiliates is not exceeded, the Modification Application shall be deemed non-material pursuant to Section 7.a., above.

d. **Maximum Commercial Density.** The Subject Property and any After Acquired Property may contain those areas identified as Commercial Planning Areas (“CPAs”) in *Exhibit “G” (Commercial Planning Area Map)* which is attached hereto and incorporated herein by this reference. In no instance shall the Firelight Community, as a whole, contain more than one hundred ninety-three and 27/100 (193.27) acres of land developed into buildings, structures, site improvements and landscaping from which Permitted Commercial Uses can occur (“Maximum Commercial Density”) without obtaining an approved Modification Application pursuant to Section 7, above. Notwithstanding the Maximum Commercial Density expressed above in total acreage, each commercial structure or use maintained within a CPA or RPA shall also reduce or diminish the

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Maximum Residential Density, as expressed in ERUs, in compliance with Section 10-15C-6-C of the City Code and the ERU conversion table contained in *Exhibit "K" (Commercial to ERU Conversion Table)*, which is attached hereto and incorporated herein by this reference.

e. Commercial Planning Areas & Densities. The Firelight MPDO Plan allocates the Maximum Commercial Density among nine (9) different CPAs. Each CPA consists of Development Parcels or Sub-Parcels which front or have access to the Toquerville Parkway or a planned major collector road within Firelight. Each CPA, along with its boundaries and acreage is conceptually identified in *Exhibit "G" (Commercial Planning Area Map)*. The various CPAs have been designated for planning purposes including the sizing and location of Public Facilities as well as efficiencies of scale and preservation of property values. It is intended by the Parties that there be a level of flexibility in the final location, size, and types of commercial uses within all of the CPAs. Accordingly, the boundaries, size and types of commercial use within a CPA may be unilaterally modified by the Developer without seeking an approved modification of the Firelight MPDO Plan so long as: i) each CPA maintains similar frontage and access to and from Toquerville Parkway and/or the major collector roads providing access to it, ii) modified uses are still within the Permitted Firelight Commercial Uses (as defined and discussed in the following Subsection), and iii) the Maximum Commercial Density is not exceeded based upon the proportional size of the Subject Property and After Acquired Property at the time to the overall acreage of the planned Firelight Community.

f. Permitted Firelight Commercial Uses. Only those commercial uses identified in *Exhibit "H" (Commercial Planning Area – Permitted Uses Table)* may be conducted in a CPA ("Permitted Firelight Commercial Uses") located within the Subject Property or After Acquired Property. Because some Permitted Firelight Commercial Uses are more intense and carry with it a higher possibility of detrimental effects, certain types will be designated as "C" or "Conditional" in the Permitted Use Table. In that instance, Developer shall apply for and obtain a conditional use permit from the City containing conditions of approval that the Planning Commission and City Council deem necessary and reasonable to mitigate the foreseeable detrimental effects of the proposed commercial use.

g. Phasing. City acknowledges that Developer intends either to develop individual Development Parcels itself or convey Development Parcels to various Sub-Developers for development. Accordingly, City may receive multiple land use applications for areas within the Subject Property or any After Acquired Property. The timing and phasing of Development Activity and construction of improvements on individual Development Parcels shall be determined by Developer and/or Sub-Developers in their sole discretion. Developer agrees to coordinate with City for the provision of utility services and installation of Public Facilities that will be needed on account of any new Development Activity which occurs within the Subject Property and any After Acquired Property. The Parties acknowledge that said coordination shall include the development phase sequencing that provides for the logical extension of all required Public Facilities including infrastructure for the provision of all reasonable municipal services.

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h. **Restrictive Covenants**. Several Sub-Developers and contractors, in addition to the Developer may be designing and constructing Public Facilities and private improvements upon different Development Parcels at the same time. The Parties recognize the importance of ensuring consistency and continuity in the Firelight Community as it develops. Therefore, prior to the approval and recording of a final plat for the phase designated in the Firelight Initial Preliminary Plat, Developer shall adopt and record the Firelight Community Charter (aka CC&Rs) for Firelight containing restrictive covenants and development standards that will guide development and construction over the entirety of the Community (“Firelight Master Declaration”). Developer agrees to have the City review and approve the Firelight Master Declaration and any Sub-Declaration or Supplemental Declaration to ensure consistency between the City’s Ordinances, this Agreement and the use/design provisions of said Declaration - and that purpose only. City may not withhold approval of the proposed Firelight Master Declaration for reasons other than non-compliance with existing City Ordinances not modified by this Agreement or the Firelight MPDO Plan. Notwithstanding the City’s right to review and approve the Firelight Master Declaration, the City shall not have any obligations to enforce the covenants contained therein.

i. **Variance in Residential Planning Area Densities**. The Parties acknowledge that each Residential Planning Area, Development Parcel, or portion thereof, submitted to City for preliminary and final plat approval of a residential subdivision may identify densities greater than its pro rata portion of the Maximum Residential Density for a Residential Planning Area. The existence of such a density variance shall be approved so long as: i) nearby Public Facilities and infrastructure is sufficient and available to meet any increased demands created by the density variance, and ii) the cumulative number of ERUs approved under previous plats and the proposed plat do not exceed the Maximum Residential Density allowed for all of the Subject Property and After Acquired Property which has been annexed and made subject to the Firelight MPDO Plan pursuant to Section 15, below. In order to effectuate and track possible transfers of residential densities within the Subject Property and any After Acquired Property, Developer or its successors and assigns submitting a preliminary plat or final plat for approval by the City shall include on the first page of the plat (in a conspicuous place), a statement containing: i) the Maximum Residential Density (in ERUs) for all of the Subject Property and After Acquired Property as of the date of anticipated approval, ii) the number of ERUs approved under prior final plats for residential subdivisions within the Subject Property and all After Acquired Property, iii) the number of ERUs that will exist in the subdivision plat being proposed, iv) if additional residential density is being transferred into, or out of, a statement containing the Residential Planning Area where the variant ERUs are being transferred to/from, and iv) the balance of the unused ERUs left under the Maximum Residential Density for all of the Subject Property and After Acquired Property as of the date of anticipated approval.

j. **Retained Right to Appeal Adverse Land Use Decisions**. Any decision by City which is adverse to the Developer, Developer Affiliates or their successors and/or assigns, regarding a development application, subdivision plat or amendment, certificate of compliance, conditional use, building permit or any other approval required from City may be appealed as provided in Section 10-8-3(2) of the City’s Land Use Ordinance.

9. **General Rights and Responsibilities of Developer.**

- a. **Payment of Uniformly Assessed Fees.** With respect to the Subject Property and any After Acquired Property, Developer, its successors and/or assigns, accept and agree to pay all plan review, impact, connection, building permit and other fees in the amounts set forth in the City's uniform fee schedule at the time of plan review or permit (unless deferred or otherwise waived by City pursuant to other provisions of this Agreement or by separate written agreement between the Parties). The City agrees that its current uniform fee schedule and all future revisions thereto will be applied uniformly for Development Activity occurring both within the Firelight Community and elsewhere within the City.
- b. **Vested Rights.** To the fullest extent permissible under the law, it is the intent of the Parties that the execution of this Agreement and the recording of the final plat for the phase identified in the Firelight Initial Preliminary Plat vests in Developer as well as its successors and assigns, all rights, consistent with the Firelight MPDO Plan, this Agreement, and the City's Land Use Ordinance, to develop the Subject Property and any After Acquired Property within the Firelight Community with the uses and densities prescribed herein. The Parties intend that the rights granted to Developer under this Agreement are both contractual and provided under the common law concept of vested rights. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement and the Firelight MPDO Plan provided that such assignees agree to be bound by the terms of this Agreement as provided in Section 17, below.
- c. **Dedication of Public Facility Improvements.** Except those roadways which are designated as private and approved by the City as such, Developer, its successors and/or assigns shall dedicate and convey all Public Facilities in the Firelight Community to the City at such time as those improvements are inspected by the City and accepted as complete. Said dedication shall reserve for the benefit of Developer, its successors and/or assigns, all capacity in said Public Facility improvements that is necessary for the Firelight Community; provided, however, that the City may manage said Public Facilities so as to achieve operating efficiencies as the City may determine. This Subsection shall not apply to any upsizing of Public Facility improvements required, and paid for, by the City. If the City requires and pays for any upsizing of Public Facility improvements, all additional capacity in excess of that required for the Firelight Community shall be dedicated and reserved for the benefit of the City. The Parties agree that upon completion of construction (as determined by the City's Engineer) and dedication of any Public Facility improvement to the City, the City will conditionally accept said dedications subject to the warranty periods prescribed the City's Land Use Ordinances and the City's Design Standards.
- d. **Bonus Density Commitments.** The Parties acknowledge and agree that the Maximum Residential Density of 2.6 ERUs per acre with a maximum of 4547 ERUs throughout the entire 1749.27 acres of the planned Firelight Community is only permitted under the City's Land Use Ordinances (particularly 10-15C – MPDO Zone) by virtue of the MPDO Bonus Density program described in Section 10-15C-6. Specifically, Developer has committed to: i) dedicate to the City or reserve via an irrevocable

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conservation easement, open space in areas identified in ***Exhibit "F"*** (Firelight Residential Planning Area Map), ii) construct parks in those areas, and of a size, identified in ***Exhibit "E"*** (Firelight Parks Master Plan) and dedicate the same to the City such that the Firelight Community will have a level of service relating to parks in excess of that currently provided to other areas of the City, and iii) construct trails in those areas identified in ***Exhibit "D"*** (Firelight Trails Master Plan) such that the Firelight Community will have trails a level of service relating to trails in excess of that currently provided to other areas of the City (collectively "the Bonus Density Commitments"). So as to avoid the creation illegal subdivisions of land and unnecessary islands without access that might need to be modified in the future, and subject to Subsection 9.e. below, the Bonus Density Commitments shall be performed by Developer when it commences Development Activity on the first phase of a residential subdivision or the first phase of a commercial site plan that directly abuts an area designated in the Firelight MPDO Plan as Open Space (***Exhibit "F"***), a park (***Exhibit "E"***) or a trail (***Exhibit "D"***).

e. **Bonus Density Proportionality Catch-Up.** In order to have the ability to accomplish the Bonus Density Commitments Developer will need to own and dedicate/reserve approximately 10.6 acres out of every 100 acres it develops for use as open space or a park (10.6%) ("Bonus Density Proportionality"). Because of the narrow and linear nature of trails, no acreage has been estimated and allocated in the calculation of Bonus Density Proportionality. Presently the Subject Property owned by Developer or Developer's Affiliates does not meet the Bonus Density Proportionality in that the Subject Property does not contain sufficient acreage in areas located in the Firelight MPDO Plan as open space or a park to equal 10.6% Bonus Density Proportionality. Recognizing the shortfall, and the estimated development and buildout timeline for the entirety of the proposed Firelight Community, Developer covenants and agrees that it, or Developer's Affiliates, will acquire sufficient After Acquired Property over a period of four (4) years from the Effective Date of this Agreement to own and possess sufficient acreage capable of dedication at the time of any adjacent final plat or commercial site plan recordation in areas identified and designated as open space and/or parks in the Firelight MPDO Plan such that Developer owns or controls land possessing Bonus Density Proportionality. In the event that Developer has failed to obtain Bonus Density Proportionality within four (4) years of the Effective Date of this Agreement, the City may: i) refrain from granting any further permits (including building, conditional use, or occupancy), or any further land use entitlements (including subdivisions, zone changes and MPDO amendments) until the Bonus Density Proportionality has been achieved, and/or ii) bring and action for specific performance.

10. **General Rights and Responsibilities of City**

a. **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards or rules regulating Development Activity within the City. Any ordinance, plan, or regulations which operates to reduce the Maximum Residential Density, the Maximum Commercial Density, increase exactions or dedications or modify the Permitted or Conditional Uses approved in the Firelight MPDO Plan or this Agreement shall be deemed to be waived by the City insofar

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as it relates to Development Activity within the Subject Property or any After Acquired Property.

b. Project and System Improvements – Cost Sharing. Developer, its successors and/or assigns shall bear the entire cost of constructing Public Facilities known as Project Improvements needed to service not only the Subject Property and the After Acquired Property but all of the Firelight Community. Should the City request and Developer consent, in its sole discretion, Developer may bear the initial cost of constructing Public Facilities known as System Improvements but shall be entitled to be reimbursed for the cost of such System Improvements. Prior to Developer constructing any System Improvement on behalf of the City, the Parties shall execute an agreement whereby Developer shall be reimbursed over time, credited, or paid upfront for the cost of constructing such System Improvements. Developer shall furnish an estimate of the cost of constructing such improvements prepared by an engineer registered to practice in the State of Utah and approved by City. The reimbursement agreement shall assure that neither Developer nor City bears more than their respective proportionate share of the cost of constructing a Public Facility containing both Project Improvements and System Improvements. Each reimbursement agreement shall be negotiated on a case-by-case basis at, or prior to, the commencement of construction of said Public Facility. All reimbursements for the construction of Public Facilities which are System Improvements shall be drafted and entered into the by the Parties in compliance with Chapter 19I of the City's Land Use Ordinances.

c. Compliance with City Requirements and Standards. The City acknowledges that Developer shall comply with all applicable ordinances, resolutions, policies and procedures and except as provided in Sections 11, 12 and 13 of this Agreement.

d. Power of Eminent Domain. City agrees that in the event Developer needs to obtain easements or rights of way for the purpose of constructing Public Facility improvements for the Firelight Community and is otherwise unable to negotiate a commercially reasonable contract for the procurement of said easements or rights of way, the City, upon the request of Developer, may exercise its power of eminent domain to obtain such easements or rights of way, the cost of which shall be borne by Developer, its successors and/or assigns making the request. Should the City exercise its power of eminent domain, Developer shall reimburse City for all reasonable expenses incurred in taking the requested action, including reasonable attorney's fees and costs and the compensation to the landowner for the property taken. The decision whether or not to exercise the power of eminent domain is within the sole discretion of the City, which discretion, the City.

e. Public Financing Cooperation. The City may cooperate with Developer in connection with financing a portion of the Public Facilities within the Firelight Community thru the creation of public improvement districts (PIDs) or special assessment areas (SAAs). The decision of whether or not to sponsor the creation of a PID or SAA for the benefit of the Firelight Community lies within the discretion of the City. Notwithstanding, the City's sponsorship consent will not unreasonably be withheld.

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11. Standards Unique to Firelight for General Neighborhoods Within Residential Planning Areas. In keeping with the purposes and intent of the Master Planned Development Overlay (MPDO) Zone contained in Chapter 15C of the City's Land Use Ordinances, the Parties expressly agree that the following unique standards shall apply to all general neighborhoods located in the Subject Property or After Acquired Property within the Firelight Community:

- a. Permitted Uses for General Neighborhoods.
  - i. Single-family detached and attached dwellings, including, but not necessarily limited to: zero lot-line homes, patio homes, duplexes, triplexes, condominiums and other types of clustered homes;
  - ii. Public or private golf courses;
  - iii. Private non-commercial recreation facilities;
  - iv. Churches and other places of worship;
  - v. Community centers, clubhouses and/or homeowner association meeting places and recreational and social amenities;
  - vi. Residential care facilities for persons fifty (50) years of age or older;
  - vii. Accessory structures and uses necessary and customarily incidental to a Permitted Use;
  - viii. Public and private schools;
  - ix. Public safety/service institutions;
  - x. Public libraries;
  - xi. Limited neighborhood scale office & retail not to exceed 25,000 s.f. of Gross Leasable Area (GLA). GLA excludes areas within buildings not present for commercial or professional activities, e.g., restrooms, storage areas, etc.;
  - xii. Other uses as may be permitted by the City's Land Use Ordinances for a comparable zoning district;
  - xiii. Any combination of the above.
- b. Mixed Uses in General Neighborhoods. Any non-residential development within a General Neighborhood shall conform to the standards listed for "Commercial & Mixed Use Areas".

12. Standards Unique to Firelight for Active Adult Neighborhoods within Residential Planning

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Areas. In keeping with the purposes and intent of the Master Planned Development Overlay (MPDO) Zone contained in Chapter 15C of the City's Land Use Ordinances, the Parties expressly agree that the following unique standards shall apply to all Active Adult Neighborhoods within Residential Planning Areas in the Subject Property and After Acquired Property of the Firelight Community:

- a. Permitted Uses for Active Adult Neighborhoods.
  - i. All Permitted Uses for General Neighborhoods; and
  - ii. Discovery Villas (a small number of rentable residential units used for marketing and developing buyer interest, not to exceed 10 in number). Discovery Villas are decommissioned after the Active Adult portion of Firelight is sold out and are ultimately sold as a normal residential unit.
- b. Mixed Uses in Active Adult Neighborhoods: Any non-residential development within an Active Adult Neighborhood shall conform to the standards listed for "Commercial & Mixed Use Areas".
- c. Minimum Building Area.<sup>1</sup> 900 sf
- d. Maximum Lot Coverage. 65%
- e. Minimum Open Space per Lot. 35%
- f. Minimum Frontage per Lot.<sup>2</sup>
  - i. Along public street; 30'
  - ii. Along front building wall; 35'
  - iii. Along cul-de-sacs, curved roads & and flag lots. 20'
- g. Minimum Setbacks.<sup>3</sup>
  - i. Front<sup>4</sup> 10' – 20' garage setback

<sup>1</sup> Minimum building area shall not include unfinished basements or garages.

<sup>2</sup> As measured along public streets only. There shall be no minimum frontage along private streets)

<sup>3</sup> All setbacks are as measured from the building to the property line or limited common area separation line.

<sup>4</sup> If a home should have a garage with side entry design, the setback may be 12' from the garage wall to the property line or back of sidewalk, whichever is closest. If a home should have a front loaded garage, the setback for the garage door shall be 20' from the property line or sidewalk, where present. Otherwise, the setback from any other part of the front elevation of the house to the property line shall be no less than 10'. In no case shall driveway length be less than 20' as measured along the centerline. Staggered variation in front building setbacks is encouraged.

Development Agreement (Firelight)

ii.	Side <sup>5</sup>	5' (10' min. separation)
iii.	Rear <sup>6</sup>	3'-10' (20' min. separation)
iv.	From Public Arterial Roads	10' behind 6' wall
v.	Front, Rear and/or Side <sup>7</sup>	25' with no wall

h. Minimum Building Separation.

- i. 10' for single and two-story side separation;<sup>8</sup>
- ii. 20' for single story rear separation;
- iii. 30' for two story rear separation;

i. Off Street Parking. Two off-street parking spaces shall be required for all single family detached homes and single family attached homes. Required parking spaces may include garage and/or driveway spaces. Other than driveway, required parking are not allowed within the front setback area. Garages shall not be allowed to be converted into living spaces without additional enclosed parking being made available. Off-street parking other than that which is required may be allowed within all setbacks but shall not compromise landscaping and other buffering measures.

j. Recreational Vehicle (RV) Parking. RV parking is prohibited unless said RV is enclosed in a garage. For purposes of this Subsection, the term "RV" shall be given the same meaning as set forth in Section 10-2-1 "Recreational Vehicle" of the City's Land Use Ordinance.

k. Special Road Cross Sections. Private streets may use the road cross sections identified in *Exhibit "I" (Active Adult Road Cross Sections)* which is attached hereto and incorporated herein by this reference. All roads containing cross-sections which are smaller than that which is prescribed in the City's Standards and Specification shall not be dedicated to the City, but rather owned and maintained by the Property Owners' Association or a sub-association thereof for the active adult neighborhood where the modified road cross-sections are located.

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<sup>5</sup> Roof overhangs, decks, bay windows, chimneys, and other building appurtenances shall be allowed within setback areas.

<sup>6</sup> A 3' setback is permitted where garages open onto rear alleys only. Otherwise, Rear setbacks are a minimum 10' (20' min. building separation).

<sup>7</sup> The Side and Rear setbacks for two story homes shall be 25' min. along the boundary of an adjacent single-family zone and 20' along the boundary of an adjacent non-residential zone, except for golf course or other park or open space zones, in which case the setback need be no greater than 10'.

<sup>8</sup> In the case of a zero side yard setback, one side yard may be 0' and the other 10'. In all circumstances there shall not be less than 10' between structures. No free-standing ancillary structure may protrude into a zero side yard.

## Development Agreement (Firelight)

13. **Standards Unique to Firelight for Commercial and Mixed Uses in Commercial Planning Areas.** In keeping with the purposes and intent of the Master Planned Development Overlay (MPDO) Zone contained in Chapter 15C of the City's Land Use Ordinances, the Parties expressly agree that the following unique standards shall apply to all Commercial and Mixed Uses within Commercial Planning Areas located in the Subject Property and After Acquired Property of the Firelight Community:

- a. **Permitted Uses For Commercial Planning Areas.** Only those uses identified in **Exhibit "H" (Commercial Planning Area – Permitted Uses Table)** may be conducted within a Commercial Planning Area ("Permitted Firelight Commercial Uses"). Because some Permitted Firelight Commercial Uses are more intense and carry with it a higher possibility of detrimental effects, certain types will be designated as "C" or "Conditional" in the Permitted Use Table. In that instance, Developer and Developer Affiliates shall apply for and obtain a conditional use permit from the City containing conditions of approval that the Planning Commission and City Council deem necessary and reasonable to mitigate the foreseeable detrimental effects of the proposed use.
- b. **Maximum Height of Building.**<sup>9</sup> 50'
- c. **Setbacks.**<sup>10</sup>
  - i. Rear or Side from Public Arterial Roads: 15' behind 6' wall
  - ii. Front, Rear and/or Side: 25' with no wall
  - iii. Interior Rear/Side:<sup>11</sup> 10' for single story buildings  
20' for two story+ buildings
  - iv. Front, Rear and Side:<sup>12</sup> 10'
- d. **Open Space.** Areas to be reserved as open space shall be those percentages required by the City's MPDO Ordinance (Chapter 15C), except within the Commercial Planning Area designated as the Town Center (Developer's Commercial Planning Area 3) – in said area open space reservation will be limited to 15%. Landscape parking islands, detention ponds, pedestrian walkways, and common amenities shall be included in minimum open space reservation calculations.

14. **Specific Rights and Responsibilities of the Parties.** The following Section will address and outline the specific rights and responsibilities of the Parties as to the construction and the perpetual operation and maintenance of various types of Public Facilities that will be located within or near the Subject Property and any After Acquired Property for the benefit of the Firelight Community and its residents as well as members of the public at large in some instances.

<sup>9</sup> Building appurtenances such as steeples, bell towers and clock-towers may be 90' from finished grade.

<sup>10</sup> All setbacks are measured from the building to the property line (or back of curb on private streets).

<sup>11</sup> As measured from public streets.

<sup>12</sup> As measured from private streets.

## Development Agreement (Firelight)

a. Water Public Facilities.i. Developer Obligations (Water).

1. Water Storage. Developer shall design, fund, and construct a "Water Storage Site" containing a water storage tank for culinary water and a transmission main line from the Water Storage Site (which is to be located on property to be donated to the City by Lowe Land TK, LLC ("the Lowes")) across the land owned by the Lowes to the Subject Property and any After Acquired Property. The general location of the transmission line from the well site to the Subject Property and any After Acquired Property shall be approved by the City, and if located upon property owned by the Lowes, or another third party, within a properly dedicated utility easement. The water storage tank shall have sufficient capacity to serve the Firelight Community that cannot be served by the City's present water storage and distribution system. If the transmission main line is located within the Subject Property or any After Acquired Property, Developer shall dedicate to the City said line and a perpetual easement for access and maintenance upon completion and final inspection and acceptance by the City.

2. Firelight Water Distribution System. Developer shall design, fund, and construct an adequate "Firelight Water Distribution System" of water transmission lines for the distribution of culinary water from the Water Storage Site to each residential Dwelling or Commercial Use or Commercial Structure planned within the Firelight Community that cannot be served by the City's existing water system.

3. Dedications and Grant of Easements/Rights of Way. Developer shall grant to the City such easements, rights of way, rights of entry, or other servitudes as may be necessary for the placement, operation and maintenance of the Firelight Water Distribution System once built. Once constructed by Developer and inspected and accepted by City, Developer shall dedicate each segment of the Firelight Water Distribution System.

4. Acquisition of Land and Easements/Rights of Way. If the Water Storage Site or any portion of the Firelight Water Distribution System is located on property not within the Subject Property or the After Acquired Property, the Parties shall work together to procure fee ownership of the Water Storage Site and a perpetual easement for the installation, access and maintenance of the Firelight Water Distribution System from the necessary third parties, with reasonable costs of acquisition being born by the Developer (except those areas which the City holds a contractual right to obtain by donation).

5. Re-Use Water. If, and when, the City determines to install a water

**Development Agreement (Firelight)**

line from Ash Creek Special Service District's water treatment facility being constructed in Confluence Park thru the future expansion area of the Toquerville Parkway for the purpose of transporting re-use water back to the City ("Re-Use Line"), Developer shall, at its expense, connect any existing and all future parks within Firelight that are greater than three (3) acres in size to said Re-Use Line for irrigation purposes.

6. No Acknowledgment of Future Water Availability. By entering into this Agreement and granting the "Final Approval" of the Firelight MPDO Plan, the Parties expressly acknowledge and understand that, as of the present, the City does not have sufficient culinary water resources to provide culinary water services to all of the ERU's contemplated in the Firelight Community. As such, the Parties further acknowledge and understand that neither this Agreement nor the "Final Approval" of the Firelight MPDO Plan shall constitute a guarantee of culinary water service to future residential or commercial developments within Firelight. Rather, water availability and service will be analyzed and committed to within Firelight on a development by development basis.

ii. City Obligations

1. Operation and Management of Water Storage Site and Firelight Water Distribution System. Subject to Developer fulfilling its obligations under Subsection 14(a)(i) above, the City shall operate and maintain the Water Storage Site and the Firelight Water Distribution System and shall provide all Residential Planning Areas, Commercial Planning Areas, Development Parcels, Dwellings, Commercial Structures and Public Facilities within the Firelight Community with culinary water service.

2. Obtainment of Easements and Rights of Way for Firelight Water Distribution System. If needed and pursuant to Subsection 14.a.i.4, above, the City shall work together with the Developer to procure fee ownership of the Water Storage Site and a perpetual easement for the installation, access and maintenance of the Firelight Water Distribution System from the necessary third parties, with reasonable costs of acquisition being born by the Developer (except those areas which the City holds a contractual right to obtain by donation).

b. Sanitary Sewer Service and Facilities

i. The proposed Firelight Community is located within the service boundaries of the Ash Creek SSD. Developer will work with Ash Creek SSD to extend its sewer and wastewater collection system to service the Subject Property and any After Acquired Property in compliance with all regulations and specifications of Ash Creek SSD. All administrative and regulatory authority in approving and maintaining sanitary sewer services and facilities within the Ash Creek SSD shall

## Development Agreement (Firelight)

be vested in Ash Creek SSD, and/or its successors and assigns.

c. Transportation and Roads

i. Developer Obligations (Roads). Developer shall provide the following transportation infrastructure and take the following traffic mitigation measures:

1. General Road Improvements. Developer shall design, fund, construct or improve and dedicate all roads (including collector and arterial roads) within the Subject Property and any After Acquired Property. All roadways in Firelight shall be constructed according to the City's Specifications and Standards in phases according to a schedule determined by Developer and approved by City, unless otherwise modified or amended by this Agreement. All road system improvements shall be in the general size location as identified in the various plans and maps designated in Firelight MPDO Plan including but not limited *Exhibit "C"* thru *Exhibit "G"* and *Exhibit "I"*. Prior to the construction of any roadway or intersection improvements within the Subject Property or any After Acquired Property, the City shall review and approve all plans, drawings and specifications.

2. Dedication of Roads. Except for private roads approved by the City within the Active Adult Neighborhoods of Firelight or other portions of the Subject Property and After Acquired Property, following completion of the construction of any roadway improvements, Developer, its successors and/or assigns shall dedicate said Public Facility to the City. Dedication may occur via the recording of a final plat for a subdivision or a commercial site plan containing sufficient dedicatory language or via a separate road dedication plat as the circumstances may require.

3. Toquerville Parkway. Presently the City, in coordination with UDOT, has commenced construction of Phase 1A of the Toquerville Parkway which bisects the Firelight Community. Likewise, the City will shortly be awarding a contract for construction of Phase 1B of the Parkway. Prior to entering into this Agreement, Developer or Developer Affiliates deposited into an account held by the City significant sums of money and have paid the engineering firm who designed and engineered the Toquerville Parkway a significant sum as well (collectively "Developer Parkway Contribution"). In addition to the Developer Parkway Contribution, the City has also obtained substantial funding assistance for the Toquerville Parkway from the State of Utah (UDOT). Should there be a need for additional funding to complete both Phases 1A and 1B of the Toquerville Parkway, the Parties agree to work together in good faith to obtain said additional funding. If the additional funding is provided by Developer, the terms and consideration for said funding will be memorialized in a separate written agreement between the Parties

## Development Agreement (Firelight)

negotiated in good faith. Notwithstanding the foregoing, the City shall have no obligation to: (i) pay any portion of the necessary funds to construct or complete the Toquerville Parkway or (ii) provide credits or offsets to any fees, including without limitation impact fees and permit fees; assessments; or other charges customarily levied by the City.

ii. City Obligations (Roads)

1. Street Design. The street design cross sections, as contained in the City's Specifications and Standards, as amended from time to time, (except those regarding private streets as set forth in Subsection 12(k) above and *Exhibit "I"* ("Active Adult Road Cross Sections"), shall be the governing specifications and standards for the street design of all roadways (including arterial and collector streets) within the Firelight Community except for Toquerville Parkway which has its own standards and specifications as dictated by UDOT.

2. Acceptance of Dedication and Maintenance of Streets & Roads. City shall accept via dedication and maintain all interior, collector and arterial streets and roads in the Firelight Community, so long as such streets are constructed to City's Specifications and Standards and are dedicated without liens or encumbrances. Upon acceptance of the dedication and the expiration of any warranty period prescribed by the City's Land Use Ordinances, the City shall maintain all public roads and streets located within the Firelight Community (except the Parkway which will be maintained by UDOT) at a level equal to, or higher than, that which other roads within the City are maintained.

d. Fire Protection and EMS Services. Firelight is located within the service boundaries of the Hurricane Valley Fire District ("HVFD"), a special services district created by Washington County for the provision of fire protection and EMS services to eastern portion of the County. Developer will work with HVFD ensure that all necessary fire protection water lines, hydrants, sprinkler systems, detection systems and apparatuses are present and installed in compliance with the HVFD specifications and standards and the International Fire Code within the Subject Property and any After Acquired Property at the time of constructing a residential phase or a Commercial Structure. The Parties recognize that all administrative and regulatory authority in approving and maintaining fire protection and EMS services and facilities within the Firelight Community shall be vested in HVFD, and/or its successors and assigns.

e. Police Protection & Public Safety. Presently the City contracts with the Washington County Sheriff's Department to provide all police protection and public safety services to the City and its residents. The City agrees to insure that it will continue to either: i) contract with the Washington County Sheriff's Department or another law enforcement agency capable and willing to provide similar police protection and public safety services to the City, or ii) organize its own law enforcement department capable of

## Development Agreement (Firelight)

providing similar police protection and public safety services and to provide said protections at the same level of service within the Firelight Community as it does elsewhere within the City.

f. Parks, Trails, Open Space Areas, School Sites & Public Works.

i. Developer's Obligations (Trails, Parks, Open Space and Public Works). In order to preserve open space areas and improve recreational opportunities within the Firelight Community, Developer, and its successors and assigns, agree as follows:

1. Trails System. Developer shall design, fund, construct and dedicate a system of trails and trailheads throughout the Subject Property and any After Acquired Property in compliance with the City's Specifications and Standards and which connect, if possible, with the City's existing trail and road system. Said trails shall be designed for purposes of walking, hiking, and/or biking activities, and may include both improved and unimproved trails. Developer specifically covenants to construct trails on the Subject Property and any After Acquired Property in the locations generally depicted in the Firelight Trails Master Plan which is attached hereto, marked ***Exhibit "D" (Firelight Trail Master Plan)*** and incorporated herein by this reference. Said construction will commence when any Development Activity commences directly adjacent the location where a trail is designated in the Firelight Trail Master Plan.

2. Parks. Developer shall design, fund, construct and dedicate to the City those parks located within the Subject Property and any After Acquired Property identified in the Firelight Parks Master Plan which is attached hereto, marked ***Exhibit "E" (Firelight Park Master Plan)*** and incorporated herein by this reference. Parks may be designed with amenities and in various levels of improvement based upon the natural habitat around it. All park designs and amenities contained therein shall be in compliance with the City's Specifications and Standards. Developer reserves the right to not dedicate to the City, but rather to the Firelight Community Owners Association certain parks (to be limited to private use of residents of Firelight or sub-developments located therein and maintained by said association or a sub-association thereof). In no instance shall more than one half of the park areas designated in the Firelight Parks Master Plan be dedicated and maintained for private use only. The City is not required to accept dedication of any park unless and until the park area has been fully designed, constructed and inspected to the satisfaction of the City.

3. Open Space. Developer shall dedicate to the City for the perpetual non-use and obstruction of those areas of open space identified in ***Exhibit "F" (Residential Planning Area Map)*** located within the Firelight Community. Said dedication will occur at the time of recordation of any adjacent final plat or site plan. The Parties acknowledge that open space

## Development Agreement (Firelight)

areas used for calculation of density bonuses under the City's MPDO Ordinance (Chapter 15C) does not include Park areas shown in the Firelight Parks Master Plan.

4. **Open Space and Park Dedication.** At the time Developer obtains approval and seeks to record a Final Plat or Commercial Site Plan for any Development Parcel or phase or portion thereof, that is contiguous with, or abuts, an area depicted in *Exhibit "F"* as "Open Space" or contains a trail or park area, Developer shall also show said area in the Final Plat or Commercial Site Plan and dedicate said open space, trail and park area to the City; or, in the instance of open space, create, by reservation, an easement or restrictive servitude on said Final Plat or Commercial Site Plan that restricts any and all disturbance except for the construction, placement and maintenance of trails or park/recreation improvements.

5. **Public Works Donation.** Immediately upon the approval by the City Council of the preliminary plat containing the 500<sup>th</sup> ERU ("Donation Trigger"), Developer shall work with the City to identify, designate and dedicate to the City a parcel of land consisting of no less than three (3) acres to be located near (but not necessarily adjacent to) the Toquerville Parkway and the Northwest Boundaries of the Firelight Community ("Public Works Parcel"). The purpose of the donation/dedication of the Public Works Parcel is so the City has land in which it may construct and maintain or sell and exchange for a different parcel upon which a public works building/facility for the City can be constructed and maintained. Developer may, at its discretion satisfy this donation requirement by donating to the City the cash equivalent of the fair market value of the Public Works Parcel as determined based upon a valuation date of when the Donation Trigger occurred.

6. **School Sites.** Developer shall work closely with the City and the Washington County School District to determine and plan for necessary sites for elementary, intermediate, middle and high school buildings (if necessary) within the Subject Property and any After Acquired Property.

ii. **City Obligations (Trails, Parks & OS)**

1. **Maintenance Level of Service.** After construction and dedication of any trails, parks or open space contemplated in the Firelight MPDO Plan and this Agreement, the City shall maintain said Public Facilities at a level generally provided to other areas of City. Notwithstanding the preceding, the Developer, or a Sub-Developer may choose to enter into landscape maintenance agreement whereby the Developer or Sub-Developer agrees to maintain landscaping within a public right of way.

g. **Electrical Power**

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i. **Developer Obligations (Power)**. Firelight and other areas of the City currently do not receive electrical power service from the City - rather it receives said service from a third-party electrical power provider – currently Rocky Mountain Power (a division of Pacific Corp.). Developer will work with Rocky Mountain Power to design, and assist with construction, if necessary, of an electrical power transmission system to service the Subject Property and any After Acquired Property in compliance with all regulations and specifications of the Public Utilities Service Commission, the International Electrical Code and Rocky Mountain Power.

ii. **City Obligations (Power)**. If needed and pursuant to Subsection 9.d. City may obtain the appropriate easements, rights of way, rights of entry, or other servitudes as may be necessary for the construction, placement and maintenance of any transmission lines or other components of an electrical power transmission system constructed by Developer and Rocky Mountain Power to service the Subject Property and any After Acquired Property.

h. **Miscellaneous Utilities**.

i. **Developer's Obligations (Misc)**. Developer shall be responsible for the provision of miscellaneous utility infrastructure within the Subject Property and any After Acquired Property, including (but not necessarily limited to) the following:

1. **Storm Drain**. Runoff and storm drainage consistent with City's Storm Water Master Plan;

2. **Natural Gas**. Installation of a natural gas transmission and distribution system to be operated and maintained by a natural gas provider regulated by the Utah Public Service Commission. Currently the only natural gas provider within the City is Dominion Energy;

3. **Phone, Cable & Data**. Installation of telephone, cable, and data (fiber-optic) transmission systems (or conduit and pull boxes for future installation) to be provided by the various service providers holding franchise agreements with the City; and

ii. **City's Obligations (Misc)**. Subject to the location of existing or planned miscellaneous utility infrastructure, the City agrees grant extensions of providers franchise rights, grant easements within its rights of way necessary to connect, link, construct or accommodate the miscellaneous utility Public Facilities identified in this Subsection for the Subject Property and any After Acquired Property, provided that the City shall have the authority to determine the route and location of said easements and improvements.

15. **Annexation of After Acquired Property**. Simultaneous with Developer or one of the Developer Affiliates first acquiring fee title to any portion of the ACC Property from the Westbrook Partners, Developer or the appropriate Developer Affiliate shall record in the Official

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Records on file in the Office of the Recorder of Washington County, State of Utah, an instrument substantially similar to that contained in ***Exhibit "J" (Transfer Declaration)*** signed by both Developer or the appropriate Developer Affiliate and the Westbrook Partners which references the ACC Development Agreement (by its recording identifications) and effectively terminates and releases the ACC Development Agreement as to the newly acquired property and then references this Agreement (by its recording identifications) and annexes said newly acquired property and makes it subject to this Agreement. ("Transfer Declaration"). Once a Transfer Declaration has been recorded, the newly acquired property shall thereafter be considered "After Acquired Property" and shall be vested with all rights, entitlements and obligations set forth in this Agreement.

16. **Term.** The purpose of this Agreement is to ensure the planned and organized development of the Firelight Community thru its full buildout. Accordingly, the term of this Agreement shall commence on the date this Agreement has been recorded in the Official Records on file in the Office of the Recorder of Washington County, State of Utah ("Effective Date") and shall expire when all Public Facilities in Subject Property and any After Acquired Property has been constructed and accepted as complete by City and certificates of occupancy have been issued for all Commercial Structures and Dwellings/ERUs capable of being built on said property in compliance with Maximum Residential Density and the Maximum Commercial Density limitations set forth Section 7, above. This Agreement may also terminate in the event of default so long as the City has followed the procedure prescribed in Section 18(a), below, regarding termination. No permits or further land use applications may be applied for, approved or work commenced until this Agreement has been fully executed and recorded as set forth in this Section.

17. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of Developer. Any conveyance of any portion of the Subject Property or After Acquired Property by Developer to any person or party other than Developer's Affiliates shall require: i) the City's consent – which consent will not unreasonably be withheld, and ii) the Party making the conveyance obtain from their transferee a notarized statement acknowledging the existence of this Agreement and agreeing to be bound thereby. Said statement shall be signed by the buyer or transferee and delivered to City prior to the transfer or sale. In such event, the buyer or transferee of the parcel so transferred shall be fully substituted as Developer under this Agreement for the parcel of the Subject Property or After Acquired Property being conveyed and Developer shall be released from any further obligations under this Agreement as to the parcel so transferred.

18. **Default.** Failure by a Party to perform any of the Party's obligations under this Agreement within a ninety (90) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; *provided, however,* that if the failure cannot reasonably be cured within ninety (90) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial ninety (90) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to either: i) enforce the terms of this Agreement, or ii) terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

## Development Agreement (Firelight)

a. Termination. If City elects to consider terminating this Agreement due to a Default by Developer, then the City shall give to Developer notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting no earlier than fifteen (15) days after the notice is given. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City Council determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. Subject to Subsections 18(b) and (c) below, the Parties may thereafter pursue any and all remedies at law or equity.

b. No Monetary Damages Relief Against City. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer for any breach thereof. As such, the Parties agree that in no event shall Developer, its successors and/or be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as may be determined by the court.

c. Breach by City; Equitable Relief. In the event of a breach by the City of this Agreement, as a result of, among other things, an attempt by the City to limit or restrict the Developer's vested rights as set forth herein, Developer shall have the right to seek equitable relief, including emergency injunctive relief as may be warranted, from a court of competent jurisdiction consistent with this Agreement.

19. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by any Party for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

20. Notice and Filings. All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served in writing and delivered personally, sent by certified United States Mail, postage prepaid, or by a national express overnight delivery service, freight prepaid, if to:

If to City: TOQUERVILLE CITY  
c/o City Manager or Clerk  
212 Toquer Boulevard  
PO Box 27  
Toquerville, Utah 84774

With a copy to: JENKINS BAGLEY & SPERRY, PLLC  
c/o Bruce Jenkins, Esq.  
285 W. Tabernacle, Suite 301  
St. George, Utah 84770

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If to Developer:

FIRELIGHT DEVELOPMENT, INC.  
c/o Darcy A. Stewart  
1404 Sun River Parkway, Suite 200  
St. George, Utah 84790

With a copy to:

SNOW CALDWELL BECKSTROM &  
WILBANKS, PLLC  
c/o Heath H. Snow, Esq.  
253 W. St. George Blvd., Suite 100  
St. George, Utah 84780

or to such other addresses as either party hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communication given by personal delivery or overnight delivery shall be effective upon receipt and if given by mail shall be deemed delivered 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all parties may be physically attached to a single document.

22. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

23. Further Acts. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement.

24. Time is of the Essence; Force Majeure. Except as otherwise provided in this Section, time is of the essence for this Agreement. If either party is delayed or hindered in or prevented from the performance of any act required hereunder by reason or inability to procure materials, acts of God, failure of power, riots, insurrection, war or other reason of a like nature (other than labor disputes) not the fault of the Party delayed in performing work or doing acts required under this Agreement, then performance of such act will be excused for the period of delay and the time for the performance of any such act will be extended for a period equivalent to the period of such delay.

25. Binding Effect. 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, except as provided in Section 16 of this Agreement.

26. No Partnership or Third-Party Benefits. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Developer, the Westbrook Partners 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

## Development Agreement (Firelight)

party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

27. Entire Agreement. This Agreement, together with its exhibits, and the Firelight MPDO Plan shall constitute the entire agreement between the Parties pertaining to the subject matter hereof. All other prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

28. Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Subject Property, any After Acquired Property and the planned Firelight Community.

29. Good-Standing; Authority. The Parties warrant and represent as follows:

a. Developer hereby represents and warrants to the City that: (i) Developer is a registered corporation in good standing with the State of Utah; (ii) the individual(s) executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer; and (iii) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

b. City hereby represents and warrants to Developer that: (i) the City is a Utah municipal corporation; (ii) the City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-9a-101 *et seq.*), and City's Land Use Ordinances to enter into and be bound by this Agreement; (iii) the individual(s) executing this Agreement on behalf of the City are duly authorized and empowered to bind City; and (iv) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

30. Severability. If any provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, and the Agreement shall otherwise remain in full force and effect.

31. State and Federal Law; Invalidity. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes mandated by state or federal laws or regulations applicable to the Subject Property. The Parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

32. Governing Law. This Agreement is entered into in Utah and shall be construed and interpreted under the laws of Utah.

33. Continued Cooperation. By executing this Agreement, the Parties hereto expressly

## Development Agreement (Firelight)

agree to continue to operate in good faith to effectuate its purpose, by giving all consents, executing all documents and providing input and assurances within a reasonable time period after said actions are requested of any Party.

34. Recordation. No later than 10 days after this Agreement has been executed by City and Developer, it shall be recorded in its entirety, at Developer's expense, in the Official Records on file in the Office of the Recorder of Washington County, State of Utah.

35. No Waiver of Governmental Immunity. Nothing in this Agreement is intended to, or shall be deemed, a waiver of City's governmental immunity.

36. Hold Harmless. Developer agrees to and shall hold City, its officers, agents, employees, special counsel, and representatives harmless from liability for damages, just compensation restitution, or judicial or equitable relief which may arise from or are related to any Development Activity connected with the development of the Subject Property and any After Acquired Property; the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relates to the development of the Firelight Community; or which arises out of claims for personal injury, including health, and claims for property damage. The obligations of Developer under this Section shall not be applicable to any claim arising by reason of the negligence or intentional tort actions of the City. The City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 30 days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

37. Enforcement. The Parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event the Developer, the Developer Affiliates or their successors or assigns violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after ninety (90) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such ninety (90) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this Section.

38. Institution of Legal Action. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fifth District Court in and for Washington County, State of Utah.

## Development Agreement (Firelight)

39. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

40. Nightly Rental Development in Commercial Planning Area 3. The City is presently considering adopting an ordinance which would permit (with conditions) nightly rental developments to be constructed and operated within commercial areas of an MPDO zoned development ("Proposed Nightly Rental Development Ordinance"). The Parties acknowledge and agree that should the Proposed Nightly Rental Development Ordinance be adopted on or before December 31, 2023, that *Exhibit "H"* (*Commercial Planning Area – Permitted Use Table*) shall be deemed automatically amended to allow a nightly rental development to be a permitted use in Commercial Planning Area 3 of the Firelight Community.

*(Signature Pages to Follow)*

#### Development Agreement (Fifelights)

DATED effective the first date set forth above.

**CITY:**

TOQUERVILLE CITY  
a Utah municipal corporation

  
Justin Sip, Mayor Pro Tem

Alttest:

Daisy Fuentes  
Daisy Fuentes, City Recorder

STATE OF UTAH )  
COUNTY OF WASHINGTON )  
 ) SS:

Justin Sip and Daisy Fuentes, being first duly sworn, deposes and says that they are the Mayor Pro Tem and City Recorder of Toquerville City, a Utah municipal corporation; that they have read the foregoing Development Agreement for Firelight and knows the contents thereof; and that they signed said document for its intended purpose under the authority given by the Toquerville City Council.

John Ventimiglia  
NOTARY PUBLIC



#### Development Agreement (Firelight)

DATED effective the first date set forth above.

**DEVELOPER:**

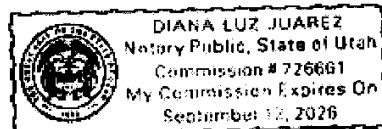
**FIREFLIGHT DEVELOPMENT, INC.**  
a Utah corporation

Darcy A. Stewart, President

STATE OF UTAH )  
COUNTY OF WASHINGTON )

Darcy A. Stewart, being first duly sworn, deposes and says that he is the President of Firelight Development, Inc., a Utah corporation ("Firelight") and that he has read the foregoing Development Agreement for Firelight and knows the contents thereof; and that he signed said agreement for its intended purpose on behalf of Firelight under the authority given him by the Corporation's Board of Directors and its By-Laws.

1



## Der deputat: Verantwortung für die Jugend

DATED effective the first date set forth above.

## DEVELOPER AFFILIATES

SRC LAND HOLDINGS, LLC  
a Utah limited liability company

Dale A. Stewart, Manager

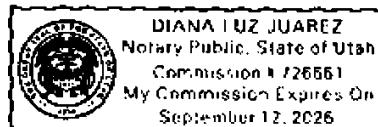
T-VILLE DREAMZ, LLC  
a Utah limited liability company

Laura Atwood, Manager

COUNTY OF WASHINGTON

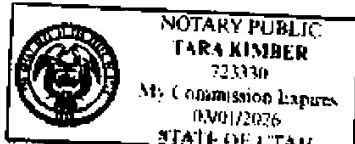
Darcy A. Stewart, being first duly sworn, deposes and says that he is the Manager of SRC Land Holdings, L.L.C., a Utah limited liability company ("SRC") and that he has read the foregoing Development Agreement for Firelight and knows the contents thereof; and that he signed said agreement for its intended purpose on behalf of SRC under the authority given him by the Company's Operating Agreement.

STATE OF UTAH )  
 )  
COUNTY OF WASHINGTON )



Laura Atwood, being first duly sworn, deposes and says that she is the Manager of T-Ville Dreamz, LLC, a Utah limited liability company ("TVD") and that she has read the foregoing Development Agreement for Firelight and knows the contents thereof; and that she signed said agreement for its intended purpose on behalf of TVD under the authority given her by the Company's Operating Agreement.

**NOTARY PUBLIC**



Development Agreement (Firelight)

### **SCHEDEULE "A"**

#### *List of Westbrook Partners*

RD & CT HOLDINGS, LLC, a Utah limited liability company  
PRINCE VIEJO VALLEY, LLC, a Utah limited liability company  
SOUTHSTREAM HOLDINGS, LLC, a Utah limited liability company  
CANYON EDGE, LLC, a Utah limited liability company  
SOUTH FIELD PROPERTIES, LLC, a Utah limited liability company  
EASTCREEK HOLDINGS, LLC, a Utah limited liability company  
TOQUERVILLE GRANDEUR, LLC, a Utah limited liability company  
LEE P. ESPLIN, TRUSTEE OF THE DONALD & RUTH ESPLIN REV TRUST u/a/d Nov. 9, 1990  
SCOTT PARRY  
LEE P. ESPLIN  
WOODROW W. WAGNER, III  
SHERI G. WAGNER  
EQUITY TRUST COMPANY FBO LEE P. ESPLIN TRADITIONAL IRA 200321726 f/k/a American Pension FBO Lee P. Esplin IRA 12524  
EQUITY TRUST COMPANY FBO LEE P. ESPLIN ROTH IRA 200321138, f/k/a American Pension FBO Lee P. Esplin IRA 11663  
HIGH TORQ, LLC, a Utah limited liability company  
EQUITY TRUST COMPANY FBO DAVID WEBB HUNTER IRA 200318098 f/k/a American Pension FBO David Webb Hunter IRA 12922

Development Agreement (Firelight)

**EXHIBIT "A"**  
(To Development Agreement for Firelight)

*Legal Description of Subject Property*

**PARCEL 1** (APN: T-3-1-10-231-PV1)

Beginning at a point being South 87°32'51" East 95.49 feet and along the section line and North 122.59 feet from the South Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence West 10.00 feet;  
thence North 10.00 feet;  
thence East 10.00 feet;  
thence South 10.00 feet to the Point of Beginning.

Containing 100 square feet

**PARCEL 2** (APN: T-3-1-10-232-PV2)

Beginning at a point being South 87°32'51" East 95.49 feet and along the section line and North 122.59 feet from the South Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 10.00 feet;  
thence East 10.00 feet;  
thence South 10.00 feet;  
thence West 10.00 feet to the Point of Beginning.

Containing 100 square feet

**PARCEL 3** (APN: T-3-1-10-233-PV3)

Beginning at a point being South 87°32'51" East 115.51 feet and along the section line and North 123.45 feet from the South Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence West 10.00 feet;  
thence North 10.00 feet;  
thence East 10.00 feet;  
thence South 10.00 feet to the Point of Beginning.

Containing 100 square feet

Development Agreement (Firelight)

**PARCEL 4** (APN: T-3-1-10-234-PV4)

Beginning at a point being South 87°32'51" East 115.51 feet and along the section line and North 123.45 feet from the South Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 10.00 feet;  
thence East 10.00 feet;  
thence South 10.00 feet;  
thence West 10.00 feet to the Point of Beginning.

Containing 100 square feet

**PARCEL 5** (APN: T-3-1-10-235-PV5)

Beginning at a point being South 87°32'51" East 135.53 feet and along the section line and North 124.30 feet from the South Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence West 10.00 feet;  
thence North 10.00 feet;  
thence East 10.00 feet;  
thence South 10.00 feet to the Point of Beginning.

Containing 100 square feet

**PARCEL 6** (APN: T-3-1-10-236-PV6)

Beginning at a point being South 87°32'51" East 135.53 feet and along the section line and North 124.30 feet from the South Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 10.00 feet;  
thence East 10.00 feet;  
thence South 10.00 feet;  
thence West 10.00 feet to the Point of Beginning.

Containing 100 square feet

**PARCEL 7** (APN: T-3-1-11-340)

Beginning at the West Quarter Corner of Section 11, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 00°51'04" East 124.23 feet along the section line;  
thence South 89°08'56" East 810.10 feet;

## Development Agreement (Firelight)

thence South 00°56'24" West 667.15 feet;  
thence South 00°56'24" West 1,286.01 feet;  
thence South 43°30'11" West 299.85 feet;  
thence North 85°02'41" West 272.91 feet;  
thence South 72°07'15" West 172.45 feet;  
thence South 51°02'05" West 233.19 feet;  
thence South 51°34'59" West 102.27 feet;  
thence North 38°25'01" West 252.93 feet;  
thence North 11°35'20" West 899.72 feet;  
thence North 22°07'10" East 64.58 feet;  
thence North 17°39'08" East 331.71 feet;  
thence North 13°28'10" East 510.01 feet;  
thence North 20°01'38" East 372.32 feet to the center section line;  
thence South 87°48'17" East 90.83 feet along said center section line to the Point of Beginning.

Containing 2,417,580 square feet or 55.50 acres.

**PARCEL 8** (APN: T-3-1-11-341)

Beginning at a point on the section line, said point being North 00°51'04" East 124.23 feet along said section line from the West Quarter Corner of Section 11, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 00°51'04" East 287.11 feet along the section line;  
thence North 81°43'03" East 243.98 feet to the westerly line of Mesa View Drive;  
thence the following (3) courses along said Mesa View Drive;  
thence South 00°21'26" East 46.70 feet;  
thence North 88°33'19" East 60.01 feet;  
thence North 00°21'26" West 44.76 feet;  
thence South 89°02'33" East 851.45 feet;  
thence South 14°17'27" East 7.90 feet;  
thence South 25°00'29" East 126.24 feet;  
thence South 43°37'11" East 55.85 feet;  
thence South 45°20'53" East 96.46 feet;  
thence South 00°15'11" East 37.51 feet;  
thence North 67°52'00" East 4.58 feet to the 1/16<sup>th</sup> line;  
thence South 00°56'24" West 2,843.55 feet to and along the westerly line of Almond Heights Subdivision;  
thence South 00°50'50" West 625.51 feet along said westerly line of Almond Heights Subdivision;  
thence Northwest 291.03 feet along an arc of a 223.00 foot radius curve to the right (center bears North 01°01'28" East, long chord bears North 51°35'17" West 270.81 feet with a central angle of 74°46'30");  
thence Northwest 161.22 feet along an arc of a 327.00 foot radius curve to the left (center bears South 75°47'57" West, long chord bears North 28°19'31" West 159.60 feet with a central angle of 28°14'57");

Development Agreement (Firelight)

thence North 47°33'01" East 71.22 feet;  
thence North 42°30'00" East 126.58 feet;  
thence North 12°16'16" East 123.73 feet;  
thence North 42°38'23" West 280.72 feet;  
thence North 36°23'35" West 103.49 feet;  
thence North 34°54'07" West 86.25 feet;  
thence North 39°13'12" West 213.35 feet;  
thence North 42°50'44" West 201.59 feet;  
thence North 43°30'11" East 299.85 feet;  
thence North 00°56'24" East 1,286.01 feet;  
thence North 00°56'24" East 667.15 feet;  
thence North 89°08'56" West 810.10 feet to the Point of Beginning.

*Less and Excepting:*

Beginning at a point on the section line, said point being North 00°51'04" East 124.23 feet along said section line from the West Quarter Corner of Section 11, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 00°51'04" East 287.11 feet along said section line;  
thence North 81°43'03" East 243.98 feet to the westerly line of Mesa View Drive as defined per Entry No. 00232474 with the Washington County Recorder's Office;  
thence the following (3) courses along said Mesa View Drive;  
thence South 00°21'26" East 46.70 feet;  
thence North 88°33'19" East 60.01 feet;  
thence North 00°21'26" West 44.76 feet;  
thence South 89°02'33" East 851.45 feet;  
thence South 14°17'27" East 7.90 feet;  
thence South 25°00'29" East 126.24 feet;  
thence South 43°37'11" East 55.85 feet;  
thence South 45°20'53" East 96.46 feet;  
thence South 00°15'11" East 37.51 feet;  
thence North 67°52'00" East 4.58 feet to the 1/16<sup>th</sup> line;  
thence South 00°56'24" West 1,660.78 feet along said 1/16<sup>th</sup> line;  
thence North 89°03'36" West 512.95 feet;  
thence North 00°56'24" East 931.69 feet;  
thence North 00°56'24" East 667.15 feet;  
thence North 89°08'56" West 810.10 feet to the Point of Beginning.

Containing 1,219,681 square feet or 28.00 acres.

Remainder containing 708,705 square feet or 16.27 acres.

**PARCEL 9** (APN: T-3-1-11-342)

## Development Agreement (Firelight)

Beginning at a point on the section line, said point being North 00°51'04" East 124.23 feet along said section line from the West Quarter Corner of Section 11, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 00°51'04" East 287.11 feet along said section line;  
thence North 81°43'03" East 243.98 feet to the westerly line of Mesa View Drive as defined per Entry No. 00232474 with the Washington County Recorder's Office;  
thence the following (3) courses along said Mesa View Drive;  
thence South 00°21'26" East 46.70 feet;  
thence North 88°33'19" East 60.01 feet;  
thence North 00°21'26" West 44.76 feet;  
thence South 89°02'33" East 851.45 feet;  
thence South 14°17'27" East 7.90 feet;  
thence South 25°00'29" East 126.24 feet;  
thence South 43°37'11" East 55.85 feet;  
thence South 45°20'53" East 96.46 feet;  
thence South 00°15'11" East 37.51 feet;  
thence North 67°52'00" East 4.58 feet to the 1/16<sup>th</sup> line;  
thence South 00°56'24" West 1,660.78 feet along said 1/16<sup>th</sup> line;  
thence North 89°03'36" West 512.95 feet;  
thence North 00°56'24" East 931.69 feet;  
thence North 00°56'24" East 667.15 feet;  
thence North 89°08'56" West 810.10 feet to the Point of Beginning.

Containing 1,219,681 square feet or 28.00 acres.

**PARCEL 10 (APN: T-127-PV1)**

Beginning at a point on the section line, said point being South 87°55'14" East 1,336.14 feet along said section line and North 524.99 feet from the Southwest Corner of Section 3, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 12°20'46" West 153.02 feet;  
thence North 445.62 feet along an arc of a 778.00 foot radius curve to the right (center bears North 77°29'45" East, long chord bears North 03°54'16" East 439.55 feet with a central angle of 32°49'02");  
thence North 109.13 feet along an arc of a 1,078.00 foot radius curve to the left (center bears North 69°41'13" West, long chord bears North 17°24'46" East 109.09 feet with a central angle of 05°48'01");  
thence South 76°08'19" East 69.76 feet;  
thence East 161.12 feet along an arc of a 658.00 foot radius curve to the left (center bears North 13°51'41" East, long chord bears South 83°09'12" East 160.71 feet with a central angle of 14°01'45");  
thence North 89°49'55" East 260.01 feet;

## Development Agreement (Firelight)

thence Southeast 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 00°10'04" East, long chord bears South 45°10'04" East 35.36 feet with a central angle of 90°00'00");

thence South 00°10'05" East 540.00 feet;

thence Southwest 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 89°49'55" West, long chord bears South 44°49'55" West 35.36 feet with a central angle of 90°00'00");

thence South 89°49'55" West 148.35 feet;

thence West 141.52 feet along an arc of a 658.00 foot radius curve to the left (center bears South 00°10'05" East, long chord bears South 83°40'14" West 141.25 feet with a central angle of 12°19'23");

thence South 77°30'33" West 235.73 feet to the Point of Beginning.

Containing 352,175 square feet or 8.08 acres.

**PARCEL 11 (APN: T-128-PV1)**

Beginning at a point being South 87°55'14" East 1,903.11 feet along the section line and North 685.01 feet from the Northwest Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 89°32'24" West 699.65 feet;

thence North 00°27'36" East 225.78 feet;

thence North 109.87 feet along an arc of a 895.00 foot radius curve to the right (center bears South 89°32'24" East, long chord bears North 03°58'36" East 109.80 feet with a central angle of 07°02'01");

thence North 07°29'37" East 405.60 feet;

thence North 295.44 feet along an arc of a 961.00 foot radius curve to the left (center bears North 82°30'23" West, long chord bears North 01°18'49" West 294.28 feet with a central angle of 17°36'52");

thence North 12°20'46" West 87.05 feet;

thence South 77°23'18" West 3.00 feet;

thence Northeast 39.21 feet along an arc of a 25.00 foot radius curve to the right (center bears North 77°39'14" East, long chord bears North 32°34'53" East 35.31 feet with a central angle of 89°51'18");

thence North 77°30'33" East 330.94 feet;

thence East 128.62 feet along an arc of a 598.00 foot radius curve to the right (center bears South 12°29'27" East, long chord bears North 83°40'14" East 128.37 feet with a central angle of 12°19'23");

thence North 89°49'55" East 148.35 feet;

thence Southeast 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 00°10'05" East, long chord bears South 45°10'05" East 35.36 feet with a central angle of 90°00'00");

thence South 00°10'05" East 134.70 feet;

## Development Agreement (Firelight)

thence South 304.47 feet along an arc of a 763.00 foot radius curve to the left (center bears North 89°49'55" East, long chord bears South 11°35'59" East 302.45 feet with a central angle of 22°51'49");

thence Southeast 496.96 feet along an arc of a 2,033.00 foot radius curve to the left (center bears North 66°58'07" East, long chord bears South 30°02'03" East 495.72 feet with a central angle of 14°00'20");

thence South 37°02'14" East 53.59 feet;

thence South 38.80 feet along an arc of a 25.00 foot radius curve to the right (center bears South 52°57'46" West, long chord bears South 07°25'15" West 35.02 feet with a central angle of 88°54'57");

thence South 36°08'03" East 30.02 feet;

thence South 52°57'46" West 416.31 feet to the Point of Beginning.

*Less and Excepting:*

Beginning at a point being North 87°55'14" West 1,415.18 feet along the section line and South 174.34 feet from the North Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running,

thence North 82°39'39" East 779.54 feet;

thence Southeast 333.98 feet along an arc of a 2,033.00 foot radius curve to the left (center bears North 62°22'31" East, long chord bears South 32°19'51" East 333.60 feet with a central angle of 09°24'45");

thence South 37°02'14" East 53.59 feet;

thence South 38.80 feet along an arc of a 25.00 foot radius curve to the right (center bears South 52°57'46" West, long chord bears South 07°25'15" West 35.02 feet with a central angle of 88°54'57");

thence South 36°08'03" East 30.02 feet;

thence South 52°57'46" West 416.31 feet;

thence North 89°32'24" West 699.65 feet;

thence North 00°27'36" East 225.78 feet;

thence North 109.87 feet along an arc of a 895.00 foot radius curve to the right (center bears South 89°32'24" East, long chord bears North 03°58'36" East 109.80 feet with a central angle of 07°02'01");

thence North 07°29'37" East 195.55 feet to the Point of Beginning.

Containing 522,738 square feet or 12.00 acres.

Remainder Containing 414,085 square feet or 9.51 acres

**PARCEL 12 (APN: T-129-PV1)**

Beginning at a point being South 87°55'14" East 549.98 feet along the section line and North 309.07feet from the Northwest Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

## Development Agreement (Firelight)

thence North 88°22'00" East 177.11 feet;  
thence East 144.02 feet along an arc of a 760.00 foot radius curve to the left (center bears North 01°38'00" West, long chord bears North 82°56'16" East 143.80 feet with a central angle of 10°51'27");  
thence North 77°30'33" East 285.27 feet;  
thence Southeast 39.33 feet along an arc of a 25.00 foot radius curve to the right (center bears South 12°29'27" East, long chord bears South 57°25'07" East 35.40 feet with a central angle of 90°08'42");  
thence South 77°39'14" West 3.00 feet;  
thence South 12°20'46" East 85.45 feet;  
thence South 273.89 feet along an arc of a 895.00 foot radius curve to the right (center bears South 79°57'35" West, long chord bears South 01°16'24" East 272.82 feet with a central angle of 17°32'01");  
thence South 07°29'37" West 405.60 feet;  
thence South 117.97 feet along an arc of a 961.00 foot radius curve to the left (center bears South 82°30'23" East, long chord bears South 03°58'36" West 117.90 feet with a central angle of 07°02'01");  
thence South 00°27'36" West 224.38 feet;  
thence North 88°19'02" West 552.62 feet;  
thence North 01°55'25" West 1,019.97 feet to the Point of Beginning.

Containing 639,389 square feet or 14.68 acres.

**PARCEL 13** (APN: T-141-PV1)

Beginning at a point being North 87°55'14" West 1,415.18 feet along the section line and South 174.34 feet from the North Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 82°39'39" East 779.54 feet;  
thence Southeast 333.98 feet along an arc of a 2,033.00 foot radius curve to the left (center bears North 62°22'31" East, long chord bears South 32°19'51" East 333.60 feet with a central angle of 09°24'45");  
thence South 37°02'14" East 53.59 feet;  
thence South 38.80 feet along an arc of a 25.00 foot radius curve to the right (center bears South 52°57'46" West, long chord bears South 07°25'15" West 35.02 feet with a central angle of 88°54'57");  
thence South 36°08'03" East 30.02 feet;  
thence South 52°57'46" West 416.31 feet;  
thence North 89°32'24" West 699.65 feet;  
thence North 00°27'36" East 225.78 feet;  
thence North 109.87 feet along an arc of a 895.00 foot radius curve to the right (center bears South 89°32'24" East, long chord bears North 03°58'36" East 109.80 feet with a central angle of 07°02'01");  
thence North 07°29'37" East 195.55 feet to the Point of Beginning.

Development Agreement (Firelight)

Containing 522,738 square feet or 12.00 acres.

**PARCEL 14** (APN: T-190)

Beginning at a point on the section line, said point being North 88°17'02" West 2,518.12 feet along said section line and South 178.10 feet from the East Quarter Corner of Section 3, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 46°57'39" East 323.63 feet;

thence South 217.89 feet along an arc of a 1,260.00 foot radius curve to the left (center bears South 75°36'45" East, long chord bears South 09°26'01" West 217.62 feet with a central angle of 09°54'28");

thence Southwest 38.29 feet along an arc of a 25.00 foot radius curve to the right (center bears North 85°31'14" West, long chord bears South 48°21'24" West 34.66 feet with a central angle of 87°45'14");

thence North 87°45'59" West 175.49 feet;

thence North 02°14'01" East 10.00 feet to the Point of Beginning.

Containing 24,044 square feet or 0.55 acres.

**PARCEL 15** (APN: T-191-PV1)

Beginning at a point on the section line, said point being North 88°17'02" West 2,520.76 feet along said section line and South 254.13 feet from the East Quarter Corner of Section 3, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence South 87°45'59" East 175.85 feet;

thence Southeast 37.63 feet along an arc of a 25.00 foot radius curve to the right (center bears South 02°14'01" West, long chord bears South 44°39'07" East 34.18 feet with a central angle of 86°13'44");

thence South 208.18 feet along an arc of a 1,260.00 foot radius curve to the left (center bears North 89°19'19" East, long chord bears South 05°24'40" East 207.95 feet with a central angle of 09°27'58");

thence South 75°06'08" West 74.22 feet;

thence North 30°22'05" West 292.39 feet;

thence North 02°14'01" East 5.00 feet to the Point of Beginning.

Containing 33,014 square feet or 0.76 acres.

**PARCEL 16** (APN: T-192)

Beginning at a point on the section line, said point being South 87°55'22" East 621.34 feet along said section line and South 1,285.89 feet from the North Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 19°10'53" West 10.00 feet;

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thence North 10°56'58" East 357.39 feet;  
thence South 187.78 feet along an arc of a 1,410.00 foot radius curve to the left (center bears North 74°17'24" East, long chord bears South 19°31'30" East 187.65 feet with a central angle of 07°37'50");  
thence South 23°20'25" East 95.71 feet;  
thence South 38.26 feet along an arc of a 25.00 foot radius curve to the right (center bears South 66°39'35" West, long chord bears South 20°30'11" West 34.63 feet with a central angle of 87°41'13");  
thence West 165.70 feet along an arc of a 1,467.00 foot radius curve to the right (center bears North 25°39'12" West, long chord bears South 67°34'57" West 165.62 feet with a central angle of 06°28'18") to the Point of Beginning.

Containing 29,114 square feet or 0.67 acres.

**PARCEL 17** (APN: T-193)

Beginning at a point on the section line, said point being South 87°55'22" East 938.37 feet along said section line and South 1,545.60 feet from the North Quarter Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 57°11'41" West 360.83 feet;  
thence North 18°43'58" West 10.00 feet;  
thence East 180.53 feet along an arc of a 1,533.00 foot radius curve to the left (center bears North 18°43'58" West, long chord bears North 67°53'37" East 180.43 feet with a central angle of 06°44'51");  
thence East 40.20 feet along an arc of a 25.00 foot radius curve to the right (center bears South 25°28'48" East, long chord bears South 69°24'37" East 36.01 feet with a central angle of 92°08'23");  
thence South 23°20'25" East 148.23 feet;  
thence South 132.71 feet along an arc of a 1,440.00 foot radius curve to the right (center bears South 66°39'35" West, long chord bears South 20°42'00" East 132.66 feet with a central angle of 05°16'50") to the Point of Beginning.

Containing 32,835 square feet or 0.75 acres.

**PARCEL 18** (APN: T-195-PV1)

Beginning at a point being South 87°55'14" East 431.63 feet along the section line and North 301.40 feet from the Northwest Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 88°22'00" East 118.32 feet;  
thence South 01°55'25" East 1,019.97 feet;  
thence North 89°11'37" West 123.35 feet;  
thence North 01°38'51" West 1,014.71 feet to the Point of Beginning.

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Containing 122,863 square feet or 2.82 acres.

**PARCEL 19** (APNs: T-1231 and T-199-PV1)

Beginning at a point being South 87°55'22" East 855.16 feet along the section line and North 400.12 feet from the South Quarter Corner of Section 3, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence South 50°41'43" East 19.74 feet;  
thence South 85.43 feet along an arc of a 1,598.71 foot radius curve to the right (center bears North 74°47'18" West, long chord bears South 16°44'33" West 85.42 feet with a central angle of 03°03'42");  
thence Northwest 40.38 feet along an arc of a 25.00 foot radius curve to the left (center bears North 71°29'37" West, long chord bears North 27°45'50" West 36.13 feet with a central angle of 92°32'27");  
thence North 74°02'03" West 141.10 feet;  
thence West 79.95 feet along an arc of a 191.50 foot radius curve to the left (center bears South 16°38'12" West, long chord bears North 85°19'25" West 79.37 feet with a central angle of 23°55'15");  
thence West 75.83 feet along an arc of a 285.00 foot radius curve to the left (center bears South 07°17'03" East, long chord bears South 75°05'36" West 75.61 feet with a central angle of 15°14'43");  
thence South 44.13 feet along an arc of a 25.00 foot radius curve to the left (center bears South 22°31'46" East, long chord bears South 16°53'48" West 38.62 feet with a central angle of 101°08'53");  
thence South 61°55'35" West 50.24 feet;  
thence West 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 56°19'21" West, long chord bears North 78°40'39" West 35.36 feet with a central angle of 90°00'00");  
thence South 56°19'21" West 190.00 feet;  
thence South 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 33°40'39" East, long chord bears South 11°19'21" West 35.36 feet with a central angle of 90°00'00");  
thence South 56°19'21" West 50.00 feet;  
thence North 33°40'39" West 37.56 feet;  
thence Northwest 68.24 feet along an arc of a 975.00 foot radius curve to the left (center bears South 56°19'21" West, long chord bears North 35°40'58" West 68.23 feet with a central angle of 04°00'37");  
thence North 37°41'16" West 296.69 feet;  
thence Northwest 185.85 feet along an arc of a 444.00 foot radius curve to the right (center bears North 52°18'44" East, long chord bears North 25°41'47" West 184.50 feet with a central angle of 23°59'00");  
thence North 21.40 feet along an arc of a 957.28 foot radius curve to the right (center bears North 76°17'43" East, long chord bears North 13°03'51" West 21.40 feet with a central angle of 01°16'51");  
thence South 80°19'50" West 270.64 feet;

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thence West 111.77 feet along an arc of a 674.00 foot radius curve to the right (center bears North 09°40'10" West, long chord bears South 85°04'53" West 111.64 feet with a central angle of 09°30'05");

thence South 89°49'55" West 51.22 feet;

thence South 9.21 feet along an arc of a 25.00 foot radius curve to the left (center bears South 69°04'04" East, long chord bears South 10°22'56" West 9.15 feet with a central angle of 21°06'01");

thence South 89°49'55" West 50.00 feet;

thence North 9.21 feet along an arc of a 25.00 foot radius curve to the left (center bears South 89°49'55" West, long chord bears North 10°43'05" West 9.15 feet with a central angle of 21°06'01");

thence South 89°49'55" West 116.32 feet;

thence South 44°49'55" West 11.31 feet;

thence South 00°10'05" East 135.70 feet;

thence South 271.75 feet along an arc of a 681.00 foot radius curve to the left (center bears North 89°49'55" East, long chord bears South 11°35'59" East 269.95 feet with a central angle of 22°51'49");

thence Southeast 476.91 feet along an arc of a 1,951.00 foot radius curve to the left (center bears North 66°58'07" East, long chord bears South 30°02'03" East 475.73 feet with a central angle of 14°00'20");

thence South 37°02'14" East 753.69 feet;

thence South 489.09 feet along an arc of a 779.00 foot radius curve to the right (center bears South 52°57'42" West, long chord bears South 19°03'07" East 481.10 feet with a central angle of 35°58'22");

thence South 01°03'56" East 41.09 feet;

thence East 418.19 feet along an arc of a 1,432.50 foot radius curve to the left (center bears North 03°01'32" West, long chord bears North 78°36'40" East 416.70 feet with a central angle of 16°43'34");

thence South 10°56'58" West 28.41 feet;

thence South 19°10'53" East 10.00 feet;

thence East 165.70 feet along an arc of a 1,467.00 foot radius curve to the left (center bears North 19°10'53" West, long chord bears North 67°34'57" East 165.62 feet with a central angle of 06°28'18");

thence North 38.26 feet along an arc of a 25.00 foot radius curve to the left (center bears North 25°39'12" West, long chord bears North 20°30'11" East 34.63 feet with a central angle of 87°41'13");

thence South 23°20'25" East 115.96 feet;

thence West 40.08 feet along an arc of a 25.00 foot radius curve to the left (center bears South 66°22'14" West, long chord bears North 69°33'19" West 35.92 feet with a central angle of 91°51'06");

thence West 180.56 feet along an arc of a 1,533.00 foot radius curve to the right (center bears North 25°28'52" West, long chord bears South 67°53'35" West 180.45 feet with a central angle of 06°44'54");

thence South 18°43'58" East 10.00 feet;

thence South 57°11'41" East 31.14 feet;

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thence West 558.94 feet along an arc of a 1,567.50 foot radius curve to the right (center bears North 19°26'26" West, long chord bears South 80°46'29" West 555.99 feet with a central angle of 20°25'51");

thence North 00°39'59" West 175.92 feet;

thence North 423.78 feet along an arc of a 675.00 foot radius curve to the left (center bears South 88°56'04" West, long chord bears North 19°03'05" West 416.86 feet with a central angle of 35°58'18");

thence North 37°02'14" West 632.64 feet;

thence North 44°18'14" West 12.75 feet;

thence South 45°41'46" West 1.40 feet;

thence North 36°08'03" West 30.02 feet;

thence North 38.80 feet along an arc of a 25.00 foot radius curve to the left (center bears North 38°07'17" West, long chord bears North 07°25'15" East 35.02 feet with a central angle of 88°54'57");

thence North 37°02'14" West 53.59 feet;

thence Northwest 496.96 feet along an arc of a 2,033.00 foot radius curve to the right (center bears North 52°57'46" East, long chord bears North 30°02'03" West 495.72 feet with a central angle of 14°00'20");

thence North 304.47 feet along an arc of a 763.00 foot radius curve to the right (center bears North 66°58'07" East, long chord bears North 11°35'59" West 302.45 feet with a central angle of 22°51'49");

thence North 00°10'05" West 134.70 feet;

thence Northwest 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 89°49'55" West, long chord bears North 45°10'05" West 35.36 feet with a central angle of 90°00'00");

thence South 89°49'55" West 148.35 feet;

thence West 128.62 feet along an arc of a 598.00 foot radius curve to the left (center bears South 00°10'05" East, long chord bears South 83°40'14" West 128.37 feet with a central angle of 12°19'23");

thence South 77°30'33" West 330.94 feet;

thence Southwest 39.21 feet along an arc of a 25.00 foot radius curve to the left (center bears South 12°29'27" East, long chord bears South 32°34'53" West 35.31 feet with a central angle of 89°51'18");

thence South 77°23'18" West 60.00 feet;

thence Northwest 39.33 feet along an arc of a 25.00 foot radius curve to the left (center bears South 77°39'14" West, long chord bears North 57°25'07" West 35.40 feet with a central angle of 90°08'42");

thence South 77°30'33" West 1.97 feet;

thence North 12°17'25" West 72.00 feet;

thence North 32°34'53" East 21.19 feet;

thence North 77°27'26" East 84.00 feet;

thence Southeast 23.60 feet along an arc of a 15.00 foot radius curve to the left (center bears North 77°39'14" East, long chord bears South 57°25'07" East 21.24 feet with a central angle of 90°08'42");

thence North 77°30'33" East 92.96 feet;

thence South 12°20'46" East 12.00 feet;

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thence North 77°30'33" East 235.73 feet;  
thence East 141.52 feet along an arc of a 658.00 foot radius curve to the right (center bears South 12°29'27" East, long chord bears North 83°40'14" East 141.25 feet with a central angle of 12°19'23");  
thence North 89°49'55" East 148.35 feet;  
thence Northeast 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears North 00°10'05" West, long chord bears North 44°49'55" East 35.36 feet with a central angle of 90°00'00");  
thence North 00°10'05" West 540.00 feet;  
thence Northwest 39.27 feet along an arc of a 25.00 foot radius curve to the left (center bears South 89°49'56" West, long chord bears North 45°10'04" West 35.36 feet with a central angle of 90°00'00");  
thence South 89°49'55" West 12.00 feet;  
thence North 00°10'05" West 76.00 feet;  
thence North 44°49'55" East 21.21 feet;  
thence North 00°10'05" West 316.33 feet;  
thence North 416.66 feet along an arc of a 785.00 foot radius curve to the right (center bears North 89°49'55" East, long chord bears North 15°02'16" East 411.79 feet with a central angle of 30°24'41");  
thence North 30°14'37" East 94.54 feet;  
thence Northeast 849.31 feet along an arc of a 785.00 foot radius curve to the right (center bears South 59°45'23" East, long chord bears North 61°14'19" East 808.49 feet with a central angle of 61°59'24");  
thence South 87°45'59" East 127.69 feet;  
thence South 46°57'39" West 16.89 feet;  
thence South 02°14'01" West 10.00 feet;  
thence South 87°45'59" East 175.50 feet;  
thence Northeast 38.29 feet along an arc of a 25.00 foot radius curve to the left (center bears North 02°14'01" East, long chord bears North 48°21'33" East 34.65 feet with a central angle of 87°44'56");  
thence South 113.78 feet along an arc of a 1,260.35 foot radius curve to the left (center bears South 85°30'55" East, long chord bears South 01°53'54" West 113.74 feet with a central angle of 05°10'21");  
thence Northwest 37.99 feet along an arc of a 25.00 foot radius curve to the left (center bears South 89°18'20" West, long chord bears North 44°13'50" West 34.44 feet with a central angle of 87°04'19");  
thence North 87°45'59" West 175.85 feet;  
thence South 02°14'01" West 5.00 feet;  
thence South 30°22'05" East 12.96 feet;  
thence North 87°48'13" West 123.11 feet;  
thence West 467.18 feet along an arc of a 682.23 foot radius curve to the left (center bears South 02°11'47" West, long chord bears South 72°34'45" West 458.10 feet with a central angle of 39°14'05");  
thence Southeast 10.64 feet along an arc of a 25.00 foot radius curve to the left (center bears North 75°00'34" East, long chord bears South 27°10'43" East 10.56 feet with a central angle of 24°22'34");

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thence South 50°38'00" West 50.00 feet;

thence Northwest 10.64 feet along an arc of a 24.32 foot radius curve to the left (center bears South 50°58'44" West, long chord bears North 51°33'17" West 10.56 feet with a central angle of 25°04'02");

thence Southwest 215.11 feet along an arc of a 681.00 foot radius curve to the left (center bears South 41°39'29" East, long chord bears South 39°17'34" West 214.22 feet with a central angle of 18°05'54");

thence South 30°14'37" West 94.54 feet;

thence South 361.46 feet along an arc of a 681.00 foot radius curve to the left (center bears South 59°45'23" East, long chord bears South 15°02'16" West 357.23 feet with a central angle of 30°24'41");

thence South 00°10'05" East 960.33 feet;

thence Southeast 23.56 feet along an arc of a 15.00 foot radius curve to the left (center bears North 89°49'55" East, long chord bears South 45°10'05" East 21.21 feet with a central angle of 90°00'00");

thence North 89°49'55" East 110.82 feet;

thence North 3.01 feet along an arc of a 12.52 foot radius curve to the left (center bears North 79°49'47" West, long chord bears North 03°16'41" East 3.01 feet with a central angle of 13°47'03");

thence North 89°49'55" East 50.00 feet;

thence South 3.01 feet along an arc of a 25.00 foot radius curve to the left (center bears North 89°49'55" East, long chord bears South 03°36'50" East 3.01 feet with a central angle of 06°53'32");

thence North 89°49'55" East 52.72 feet;

thence East 95.52 feet along an arc of a 576.00 foot radius curve to the left (center bears North 00°10'05" West, long chord bears North 85°04'53" East 95.41 feet with a central angle of 09°30'05");

thence North 80°19'50" East 270.89 feet;

thence North 81°42'11" East 50.08 feet;

thence South 114.73 feet along an arc of a 907.29 foot radius curve to the left (center bears North 83°32'25" East, long chord bears South 10°04'56" East 114.65 feet with a central angle of 07°14'42");

thence Southeast 164.92 feet along an arc of a 394.00 foot radius curve to the left (center bears North 76°17'43" East, long chord bears South 25°41'47" East 163.72 feet with a central angle of 23°59'00");

thence South 37°41'16" East 296.69 feet;

thence Southeast 10.75 feet along an arc of a 1,025.00 foot radius curve to the right (center bears South 52°18'44" West, long chord bears South 37°23'15" East 10.75 feet with a central angle of 00°36'03");

thence East 37.78 feet along an arc of a 25.00 foot radius curve to the left (center bears North 52°54'47" East, long chord bears South 80°22'56" East 34.29 feet with a central angle of 86°35'26");

thence North 56°19'21" East 190.52 feet;

thence North 41.02 feet along an arc of a 25.00 foot radius curve to the left (center bears North 33°40'39" West, long chord bears North 09°19'02" East 36.57 feet with a central angle of 94°00'37");

thence North 64°05'32" East 51.08 feet;

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thence East 34.08 feet along an arc of a 25.00 foot radius curve to the left (center bears North 52°18'44" East, long chord bears South 76°44'15" East 31.50 feet with a central angle of 78°05'57");

thence East 167.58 feet along an arc of a 335.00 foot radius curve to the right (center bears South 25°47'14" East, long chord bears North 78°32'38" East 165.84 feet with a central angle of 28°39'43");

thence South 87°07'31" East 50.11 feet;

thence East 47.00 feet along an arc of a 208.50 foot radius curve to the right (center bears South 02°52'29" West, long chord bears South 80°40'02" East 46.90 feet with a central angle of 12°54'58");

thence South 74°12'33" East 87.38 feet;

thence East 7.66 feet along an arc of a 25.00 foot radius curve to the left (center bears North 15°47'27" East, long chord bears South 82°59'15" East 7.63 feet with a central angle of 17°33'25") to the Point of Beginning.

Containing 730,840 square feet or 16.78 acres.

**PARCEL 20** (APN: T-1232)

Beginning at a point being South 87°55'22" East 1,013.94 feet along the section line and North 275.09 feet from the South Quarter Corner of Section 3, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 74°12'33" West 51.04 feet;

thence North 22.66 feet along an arc of a 1,560.00 foot radius curve to the left (center bears North 72°05'34" West, long chord bears North 17°29'28" East 22.66 feet with a central angle of 00°49'56");

thence South 50°41'39" East 56.76 feet;

thence West 1.68 feet along an arc of a 676.50 foot radius curve to the right (center bears North 15°38'55" East, long chord bears North 74°16'49" West 1.68 feet with a central angle of 00°08'32") to the Point of Beginning.

Containing 596 square feet or 0.01 acres.

**PARCEL 21** (APN: T-1233)

Beginning at a point being South 87°55'22" East 1,023.12 feet along the section line and North 272.90 feet from the South Quarter Corner of Section 3, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 85°49'31" East 537.84 feet;

thence North 73°33'31" East 349.42 feet;

thence North 77°10'09" East 610.97 feet;

thence North 68°12'34" East 92.09 feet;

thence South 31°27'29" East 42.05 feet;

thence South 77°10'09" West 4.78 feet;

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thence North 57°49'51" West 14.14 feet;  
thence South 77°10'09" West 718.68 feet;  
thence South 17°30'16" West 10.32 feet;  
thence South 70°28'10" West 60.60 feet;  
thence North 33°07'02" West 13.56 feet;  
thence Southwest 82.57 feet along an arc of a 579.50 foot radius curve to the left (center bears South 18°54'47" East, long chord bears South 67°00'17" West 82.50 feet with a central angle of 08°09'51");  
thence West 270.59 feet along an arc of a 676.50 foot radius curve to the right (center bears North 27°04'39" West, long chord bears South 74°22'53" West 268.79 feet with a central angle of 22°55'03");  
thence South 85°50'24" West 96.75 feet;  
thence South 40°50'24" West 14.14 feet;  
thence South 85°50'24" West 50.00 feet;  
thence North 49°09'36" West 14.14 feet;  
thence South 85°50'24" West 64.77 feet;  
thence West 226.05 feet along an arc of a 676.50 foot radius curve to the right (center bears North 04°09'36" West, long chord bears North 84°35'15" West 225.00 feet with a central angle of 19°08'42") to the Point of Beginning.

Containing 38,662 square feet or 0.89 acres.

**PARCEL 22 (APN: T-1234)**

Beginning at a point being South 87°55'22" East 1,034.76 feet along the section line and North 324.30 feet from the South Quarter Corner of Section 3, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running,

thence North 50°41'28" West 62.09 feet;  
thence North 24.94 feet along an arc of a 1,532,764.88 foot radius curve to the right (center bears South 75°22'56" East, long chord bears North 14°37'06" East 24.94 feet with a central angle of 00°00'03");  
thence South 74°12'33" East 50.61 feet;  
thence East 200.05 feet along an arc of a 574.50 foot radius curve to the left (center bears North 15°47'27" East, long chord bears South 84°11'05" East 199.04 feet with a central angle of 19°57'03");  
thence North 85°50'24" East 64.77 feet;  
thence North 40°50'24" East 14.14 feet;  
thence North 85°50'24" East 50.00 feet;  
thence South 49°09'36" East 14.14 feet;  
thence North 85°50'24" East 96.75 feet;  
thence East 229.79 feet along an arc of a 574.50 foot radius curve to the left (center bears North 04°09'36" West, long chord bears North 74°22'53" East 228.26 feet with a central angle of 22°55'03");

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thence East 110.41 feet along an arc of a 681.50 foot radius curve to the right (center bears South 27°04'39" East, long chord bears North 67°33'50" East 110.29 feet with a central angle of 09°16'58");

thence North 30°35'53" East 14.92 feet;  
thence North 75°08'58" East 48.74 feet;  
thence South 60°50'56" East 14.95 feet;  
thence North 77°10'09" East 705.89 feet;  
thence South 17°30'02" East 23.17 feet;  
thence South 68°12'34" West 86.10 feet;  
thence South 77°10'09" West 608.63 feet;  
thence South 73°33'31" West 345.62 feet;  
thence South 85°49'31" West 517.15 feet to the Point of Beginning.

Containing 47,960 square feet or 1.10 acres.

**PARCEL 23** (APN: a portion of T- 100-A)

Beginning at a point being North 81°15'34" East 516.03 feet along the section line and North 476.51 feet from the Southwest Corner of Section 2, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence South 73°33'06" East 161.44 feet;  
thence West 203.56 feet along an arc of a 676.50 foot radius curve to the right (center bears North 04°30'07" East, long chord bears North 76°52'40" West 202.80 feet with a central angle of 17°14'26");  
thence North 68°15'27" West 125.77 feet;  
thence West 349.68 feet along an arc of a 579.50 foot radius curve to the left (center bears South 21°44'33" West, long chord bears North 85°32'39" West 344.40 feet with a central angle of 34°34'24");  
thence South 77°10'09" West 11.29 feet;  
thence South 32°10'09" West 6.31 feet;  
thence North 31°27'07" West 7.19 feet;  
thence North 79°18'09" East 235.17 feet;  
thence South 68°15'27" East 312.09 feet to the Point of Beginning.

Containing 9,619 square feet or 0.22 acres.

**PARCEL 24** (APN: T-1235)

Beginning at a point being North 81°15'34" East 793.08 feet along the section line and North 405.69 feet from the Southwest Corner of Section 2, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 73°33'06" West 268.44 feet;  
thence North 68°15'27" West 324.32 feet;  
thence South 79°18'13" West 268.66 feet;

## Development Agreement (Firelight)

thence North 31°27'07" West 10.45 feet;  
thence North 17°30'01" West 41.18 feet;  
thence North 00°59'29" West 8.21 feet;  
thence North 77°10'09" East 18.83 feet;  
thence South 57°49'51" East 14.14 feet;  
thence North 77°10'09" East 11.29 feet;  
thence East 411.23 feet along an arc of a 681.50 foot radius curve to the right (center bears South 12°49'51" East, long chord bears South 85°32'39" East 405.02 feet with a central angle of 34°34'24");  
thence South 68°15'27" East 125.77 feet;  
thence East 375.44 feet along an arc of a 574.50 foot radius curve to the left (center bears North 21°44'33" East, long chord bears South 86°58'45" East 368.79 feet with a central angle of 37°26'35");  
thence East 88.57 feet along an arc of a 681.50 foot radius curve to the right (center bears South 15°42'02" East, long chord bears North 78°01'22" East 88.51 feet with a central angle of 07°26'48");  
thence South 55°08'15" West 214.68 feet to the Point of Beginning.

Containing 43,689 square feet or 1.00 acres.

**PARCEL 25** (APN: T-1236)

Beginning at a point being North 81°15'34" East 1,262.28 feet along the section line and North 437.45 feet from the Southwest Corner of Section 2, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence South 70°34'06" West 227.94 feet;  
thence West 133.60 feet along an arc of a 579.50 foot radius curve to the left (center bears South 02°29'29" East, long chord bears South 80°54'14" West 133.30 feet with a central angle of 13°12'33");  
thence South 75°44'07" West 33.90 feet;  
thence North 55°08'15" East 230.88 feet;  
thence East 174.93 feet along an arc of a 681.50 foot radius curve to the right (center bears South 00°01'10" East, long chord bears South 82°39'57" East 174.45 feet with a central angle of 14°42'25");  
thence South 75°18'45" East 17.54 feet to the Point of Beginning.

Containing 18,444 square feet or 0.42 acres.

**PARCEL 26** (APN: T-1237)

Beginning at a point being South 00°44'04" West 245.12 feet along the section line and West 254.67 feet from the Northeast Corner of Section 15, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 82°29'31" East 305.14 feet;

## Development Agreement (Firelight)

thence Northeast 150.12 feet along an arc of a 271.00 foot radius curve to the left (center bears North 07°30'29" West, long chord bears North 66°37'21" East 148.21 feet with a central angle of 31°44'20");

thence North 50°45'11" East 0.00 feet;

thence East 423.29 feet along an arc of a 449.00 foot radius curve to the right (center bears South 39°14'49" East, long chord bears North 77°45'38" East 407.79 feet with a central angle of 54°00'54");

thence South 75°13'55" East 249.19 feet;

thence Southeast 271.01 feet along an arc of a 349.00 foot radius curve to the right (center bears South 14°46'05" West, long chord bears South 52°59'08" East 264.26 feet with a central angle of 44°29'34");

thence South 56°30'53" East 33.09 feet;

thence South 49°02'26" West 40.41 feet;

thence Southeast 161.22 feet along an arc of a 327.00 foot radius curve to the right (center bears South 47°33'01" West, long chord bears South 28°19'31" East 159.60 feet with a central angle of 28°14'57");

thence Southeast 183.24 feet along an arc of a 223.00 foot radius curve to the left (center bears North 75°47'57" East, long chord bears South 37°44'27" East 178.13 feet with a central angle of 47°04'49");

thence Northwest 334.91 feet along an arc of a 353.00 foot radius curve to the right (center bears North 17°59'02" East, long chord bears North 44°50'08" West 322.49 feet with a central angle of 54°21'38");

thence Northwest 268.31 feet along an arc of a 267.00 foot radius curve to the left (center bears South 72°20'42" West, long chord bears North 46°26'37" West 257.16 feet with a central angle of 57°34'36");

thence North 75°13'55" West 249.19 feet;

thence West 345.98 feet along an arc of a 367.00 foot radius curve to the left (center bears South 14°46'05" West, long chord bears South 77°45'38" West 333.31 feet with a central angle of 54°00'54");

thence South 50°45'11" West 0.00 feet;

thence Southwest 195.54 feet along an arc of a 353.00 foot radius curve to the right (center bears North 39°14'49" West, long chord bears South 66°37'21" West 193.05 feet with a central angle of 31°44'20");

thence South 82°29'31" West 305.14 feet;

thence Southwest 64.60 feet along an arc of a 57.00 foot radius curve to the left (center bears South 07°30'29" East, long chord bears South 50°01'25" West 61.20 feet with a central angle of 64°56'13");

thence South 18°32'49" East 36.40 feet;

thence North 77°37'21" West 36.67 feet;

thence West 77.02 feet along an arc of a 1,290.00 foot radius curve to the right (center bears North 12°22'39" East, long chord bears North 75°54'44" West 77.01 feet with a central angle of 03°25'15");

thence North 52°37'20" East 19.34 feet;

thence North 13°31'11" East 11.79 feet;

## Development Agreement (Firelight)

thence Northeast 167.33 feet along an arc of a 139.00 foot radius curve to the right (center bears South 76°28'49" East, long chord bears North 48°00'21" East 157.41 feet with a central angle of 68°58'20") to the Point of Beginning.

Containing 142,892 square feet or 3.28 acres.

**PARCEL 27** (APN: a portion of T-182-A)

Beginning at a point being South 00°44'04" West 432.93 feet along the section line and West 43.96 feet from the Northwest Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence South 80°05'01" East 150.57 feet;  
thence North 84°00'15" East 134.06 feet;  
thence South 89°00'34" East 153.75 feet;  
thence South 78°39'35" East 204.97 feet;  
thence South 72°13'19" East 71.92 feet;  
thence South 76°41'25" East 80.14 feet;  
thence South 69°34'14" East 136.58 feet;  
thence South 61°37'26" East 50.51 feet;  
thence South 44°42'08" East 13.72 feet;  
thence South 30°10'21" East 32.65 feet;  
thence South 32°27'01" East 36.79 feet;  
thence South 29°20'43" East 47.05 feet;  
thence South 39°54'01" East 74.73 feet;  
thence South 33°04'16" East 40.82 feet;  
thence South 21°14'20" East 65.48 feet;  
thence South 58°00'08" East 31.02 feet;  
thence South 64°23'57" East 26.20 feet;  
thence North 84°12'32" East 100.58 feet;  
thence North 84°30'19" East 54.04 feet;  
thence North 61°26'42" East 46.00 feet to the 1/16<sup>th</sup> line;  
thence South 00°52'06" West 472.93 feet along said 1/16<sup>th</sup> line;  
thence North 65°33'33" West 26.49 feet;  
thence Northwesterly 414.49 feet along an arc of a 1,140.00 foot radius curve to the right (center bears North 24°26'27" East, long chord bears North 55°08'36" West 412.21 feet with a central angle of 20°49'55");  
thence North 44°43'38" West 365.46 feet;  
thence Northwesterly 723.41 feet along an arc of a 1,260.00 foot radius curve to the left (center bears South 45°16'22" West, long chord bears North 61°10'30" West 713.51 feet with a central angle of 32°53'43");  
thence North 77°37'21" West 105.91 feet;  
thence North 19°12'14" West 21.18 feet to the Point of Beginning.

Containing 332,889 square feet or 7.64 acres.

Development Agreement (Firelight)

**PARCEL 28** (APN: a portion of T-182-A)

Beginning at a point being South 00°44'04" West 432.93 feet along the section line and West 43.96 feet from the Northwest Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 19°12'14" West 134.20 feet;  
thence North 82°29'31" East 150.36 feet;

thence Northeasterly 195.54 feet along an arc of a 353.00 foot radius curve to the left (center bears North 07°30'29" West, long chord bears North 66°37'21" East 193.05 feet with a central angle of 31°44'20");

thence Easterly 345.98 feet along an arc of a 367.00 foot radius curve to the right (center bears South 39°14'49" East, long chord bears North 77°45'38" East 333.31 feet with a central angle of 54°00'54");

thence South 75°13'55" East 249.19 feet;

thence Southeasterly 268.31 feet along an arc of a 267.00 foot radius curve to the right (center bears South 14°46'05" West, long chord bears South 46°26'37" East 257.16 feet with a central angle of 57°34'37");

thence Southeasterly 334.91 feet along an arc of a 353.00 foot radius curve to the left (center bears North 72°20'41" East, long chord bears South 44°50'08" East 322.49 feet with a central angle of 54°21'38");

thence Easterly 107.56 feet along an arc of a 223.00 foot radius curve to the left (center bears North 28°43'08" East, long chord bears South 75°05'55" East 106.52 feet with a central angle of 27°38'07") to the 1/16<sup>th</sup> line;

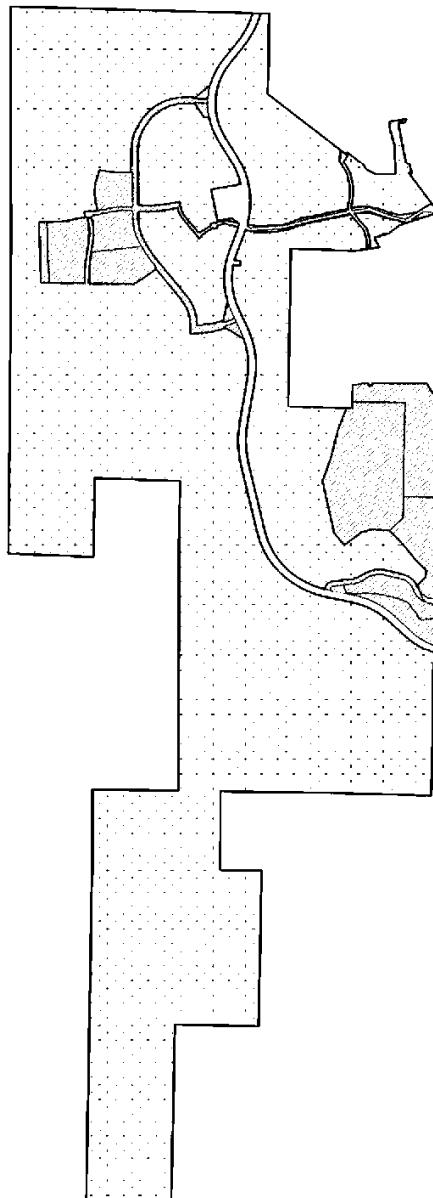
thence South 00°52'06" West 216.88 feet along said 1/16<sup>th</sup> line;  
thence South 61°26'42" West 46.00 feet; thence South 84°30'19" West 54.04 feet;  
thence South 84°12'32" West 100.58 feet; thence North 64°23'57" West 26.20 feet;  
thence North 58°00'08" West 31.02 feet; thence North 21°14'20" West 65.48 feet;  
thence North 33°04'16" West 40.82 feet; thence North 39°54'01" West 74.73 feet;  
thence North 29°20'43" West 47.05 feet; thence North 32°27'01" West 36.79 feet;  
thence North 30°10'21" West 32.65 feet; thence North 44°42'08" West 13.72 feet;  
thence North 61°37'26" West 50.51 feet; thence North 69°34'14" West 136.58 feet;  
thence North 76°41'25" West 80.14 feet; thence North 72°13'19" West 71.92 feet;  
thence North 78°39'35" West 204.97 feet; thence North 89°00'34" West 153.75 feet;  
thence South 84°00'15" West 134.06 feet; thence North 80°05'01" West 150.57 feet to the Point of Beginning.

Containing 398,108 square feet or 9.14 acres.

Development Agreement (Firelight)

**EXHIBIT "B"**  
(To Development Agreement for Firelight)

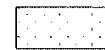
*Depiction of the Firelight Community*



Illustrative Plat for  
**Firelight**  
Toquerville, Utah

1-11-23

ACC Property



Westbrook  
Partners

1512.38 ac. - approx.

Subject Property



T-Ville Dreamz,  
LLC

83.50 ac.

SRC Land  
Holdings, LLC

94.58 ac.

Firelight Dev. Inc. 12.00 ac.

Development Agreement (Firelight)

**EXHIBIT "C"**

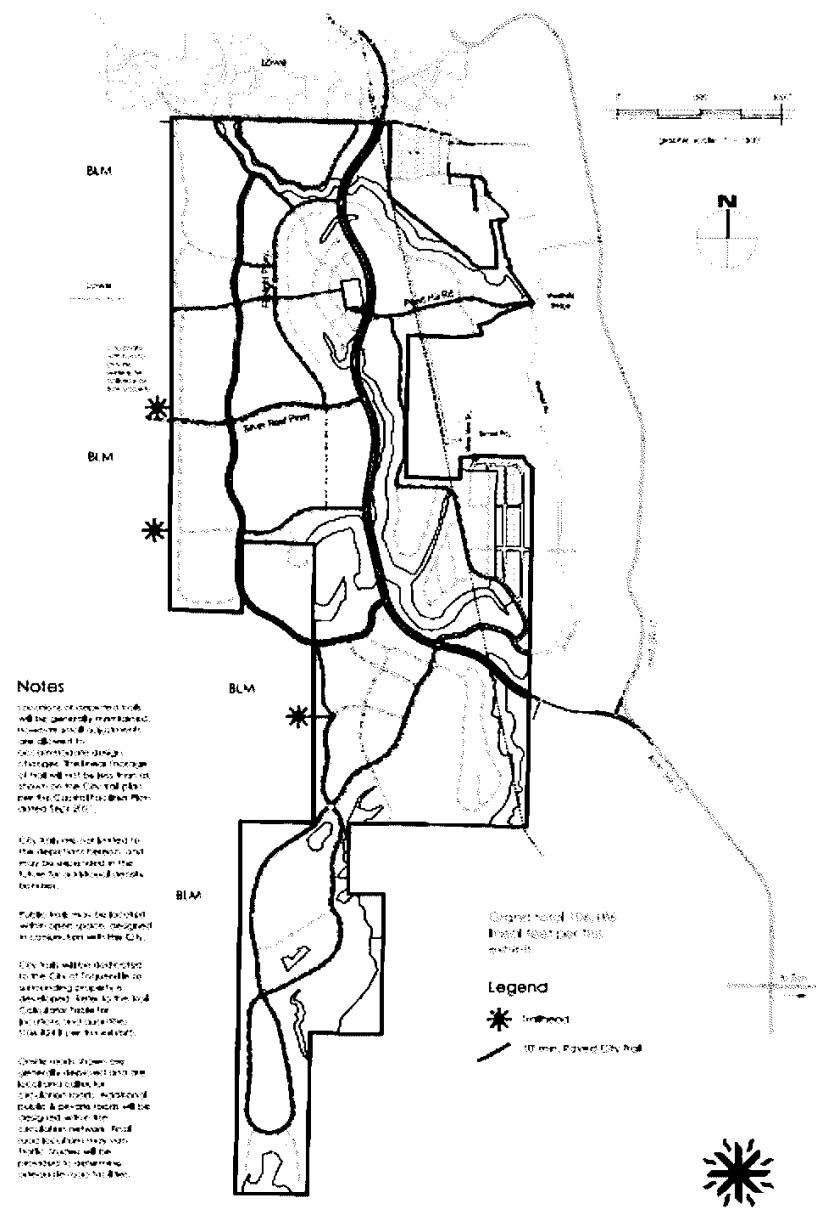
*Firelight MPDO Plan*

*(Firelight MPDO Plan receiving final approval on September 21, 2022  
as found on file in the Official Records of Toquerville City)*

Development Agreement (Firelight)

**EXHIBIT "D"**

*Firelight Master Trail Plan*



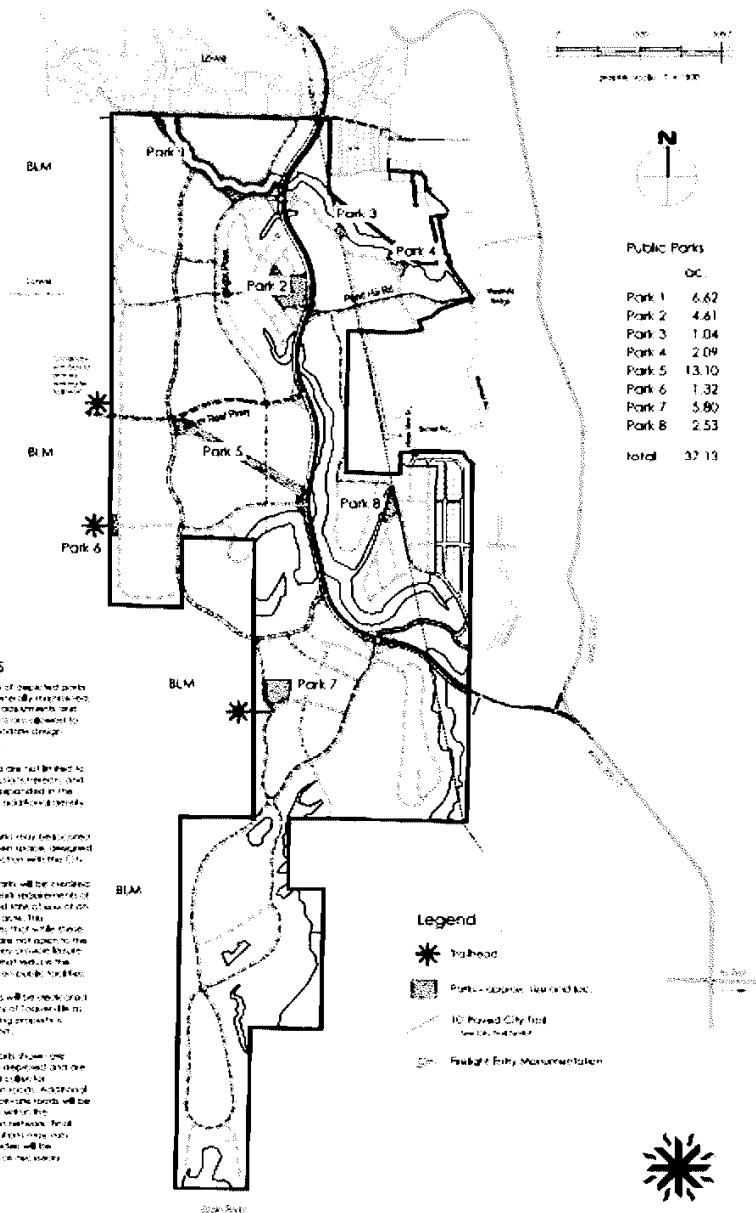
SRC Land Holdings, LLC

Trail Master Plan

© 2013 SRC Land Holdings, LLC. All rights reserved.

Firelight - Toquerville, Utah 01/13/2013

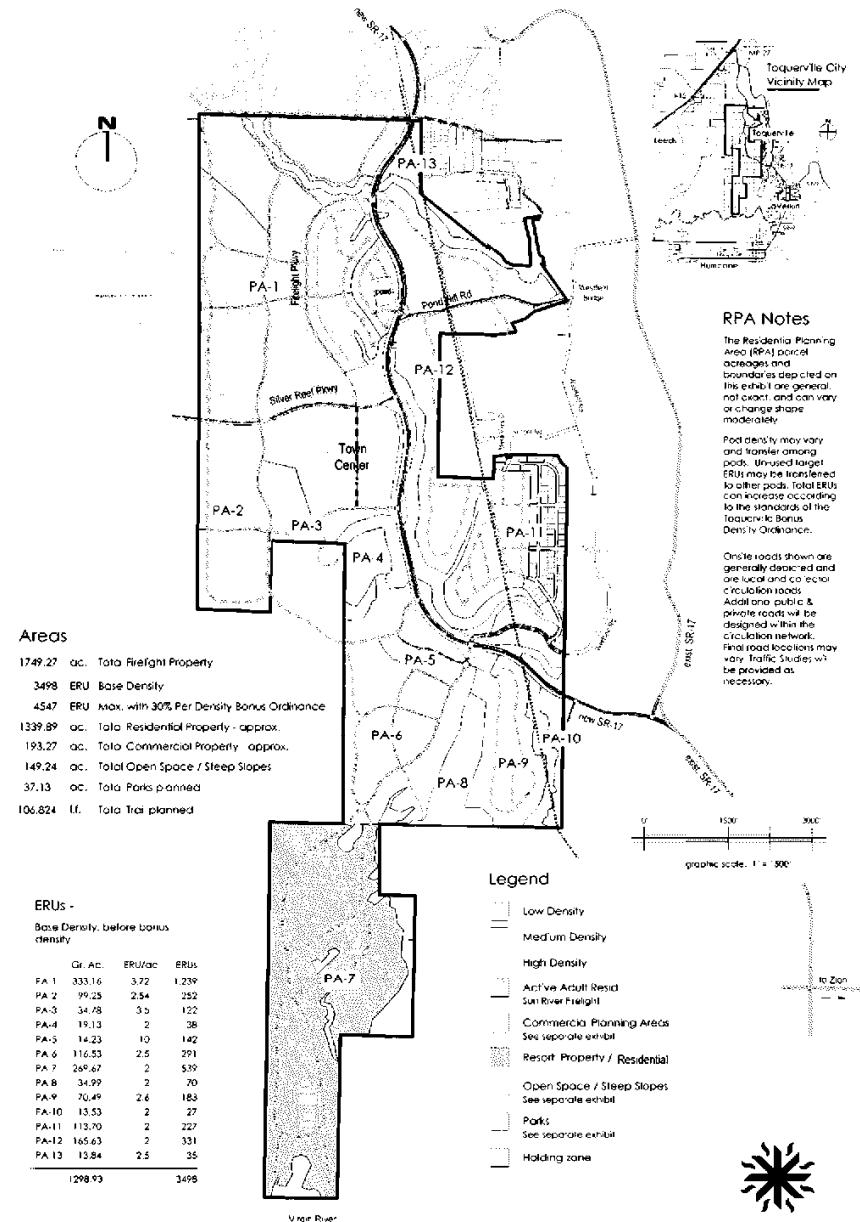
Development Agreement (Firelight)

**EXHIBIT "E"***Firelight Master Park Plan***City Parks Master Plan**

### Development Agreement (Firelight)

## EXHIBIT "F"

### Firelight Residential Planning Area Map



SRC Land Holdings, LLC

## Residential Planning Areas

1434 W. 5th River Plaza, #200, St. George, UT 84790 (435) 673-2300

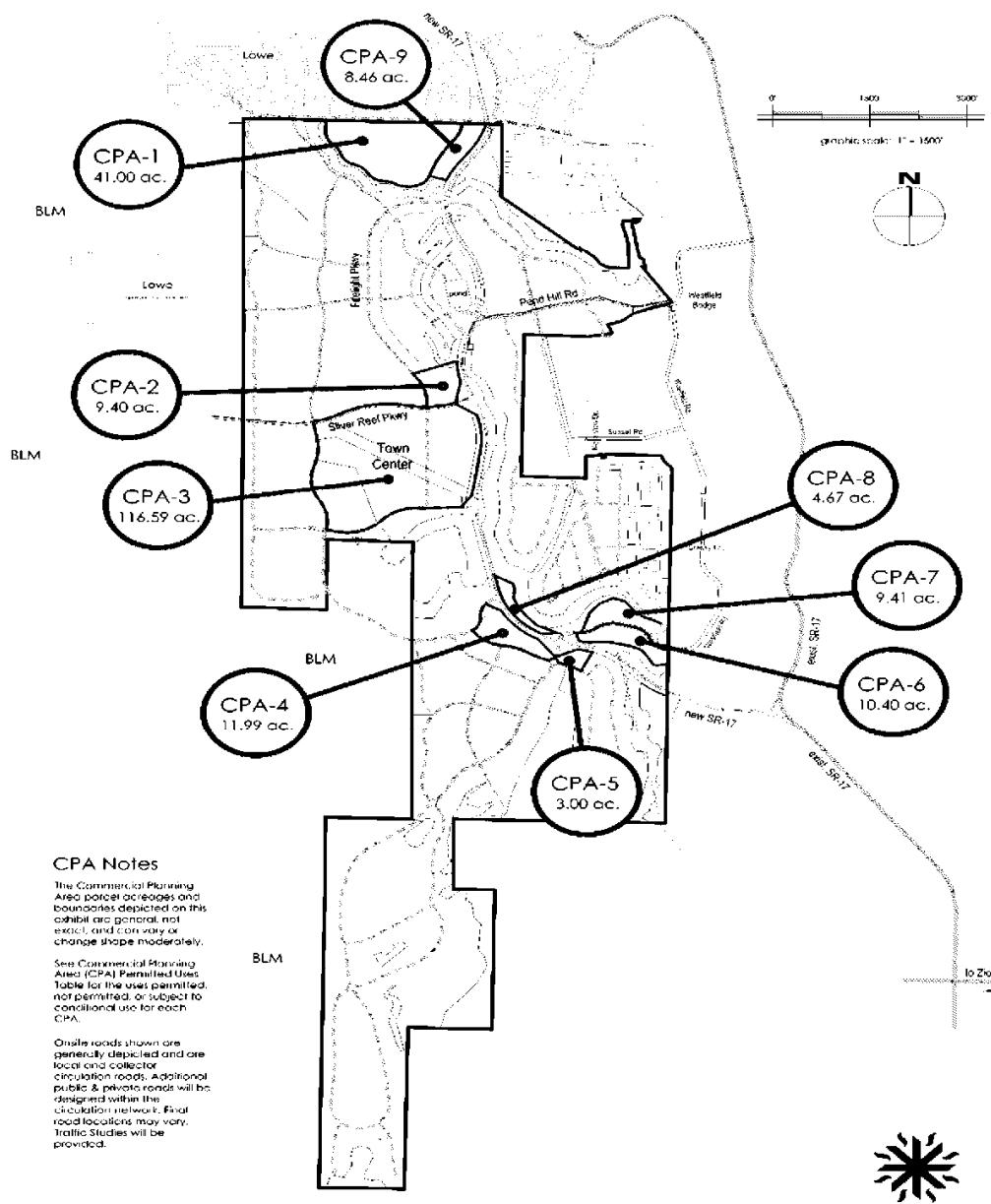
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Firelight - Toquerville, Utah Oct. 21, 2021

### Development Agreement (Firelight)

## EXHIBIT "G"

## *Firelight Commercial Planning Area Map*



SRC Land Holdings, LLC

## Commercial Planning Areas

## Development Agreement (Firelight)

## **EXHIBIT "H"**

### Firelight Commercial Planning Area – Permitted Use Table

## Commercial Planning Area - Permitted Uses Table

P = permitted, PC = permitted w/ conditions, N = not permitted, C = conditionally permitted

## Development Agreement (Firelight)

Hotel/Motel	N	P	P	P	P	P	P	P	P
RV Parks, long and short term, and accessory uses	P	P	P	P	P	P	P	P	P
<b>Hospitals:</b>									
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)	N	C	C	C	C	C	C	C	C
Mental health treatment center, with overnight stay	N	C	C	C	C	C	C	C	C
<b>Nursing home:</b>	N	C	C	C	C	C	C	C	C
<b>Office:</b>	N	P	P	P	P	P	P	P	P
<b>Religious facility:</b>	P	P	P	P	P	P	P	P	P
<b>Residential, limited to the following use:</b>									
Living quarters for manager or security personnel for business which requires 24-hr assistance or security – Up to 600 sf w/ occupancy limited to 4 people.	P	P	P	P	P	P	P	P	P
Multi-Family (Up to 18 Units per Acre)	N	N	P	N	N	P	P	N	N
<b>Large floor area building (20,000 sf or more):</b>	N	P	P	P	N	C	C	N	P
<b>Retail shops:</b>									
Antique store	N	P	P	P	P	P	P	P	P
Athletic and sporting goods store	N	P	P	P	P	P	P	P	P
Department store	N	P	P	P	P	P	P	P	P
Drive-through sales (pharmacy, dairy products, etc.)	N	P	P	P	P	P	P	P	P
Furniture and large appliances sales (used)	N	P	P	P	P	P	P	P	P
Furniture sales (new) and repair	N	P	P	P	P	P	P	P	P
Household appliance sales and service	N	P	P	P	P	P	P	P	P
Office supply, office machines sales and service	N	P	P	P	P	P	P	P	P
Paint or wallpaper store	N	P	P	P	P	P	P	P	P
Pawnshop	N	P	P	P	P	P	P	P	P
Seed and feed store, retail	N	P	P	P	P	P	P	P	P
Supermarket/grocery store	N	P	P	P	P	P	P	P	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off items during the hours the business is closed)	N	P	P	P	P	P	P	P	P
Vegetable stand	N	P	P	P	P	P	P	P	P
<b>Payday lending/title loans:</b>	N	N	N	N	N	N	N	N	N
<b>Retail sale of goods w/ some operations outdoors, limited to the following:</b>									
Building materials sales	N	C	P	P	P	C	C	C	C
Convenience markets with gas pumps/gas station	N	P	P	P	P	P	P	P	P
Convenience markets with gas pumps located in the rear of the building	N	P	P	P	P	P	P	P	P
Farm implement sales (outdoor display)	N	N	N	C	C	C	C	C	C
Fence, sales and service	N	N	N	C	C	C	C	C	C
Garden supplies and plant material sales	N	N	N	C	C	C	P	C	C

### Development Agreement (Firelight)

Development Agreement (Firelight)

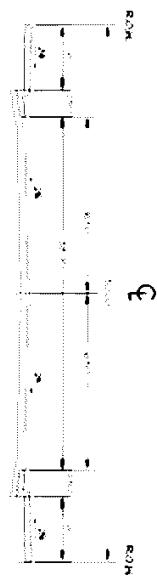
### EXHIBIT "T"

#### Firelight Active Adult Neighborhood Road Cross Sections

Inside Neighborhoods

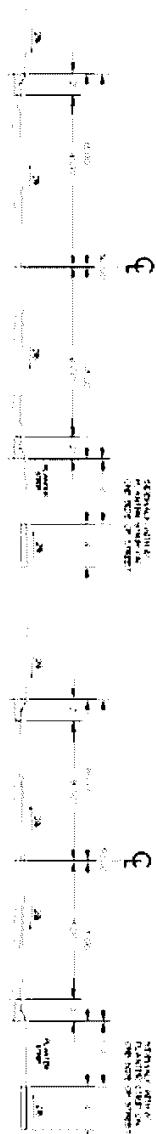
- residential road cross-sections

Conventional lots - public streets



50' public r.o.w.  
local road

Active Adult - Private Streets Note: private streets will have reduced front setbacks



36' private r.o.w.  
SCALE: NONE

30' private r.o.w.  
SCALE: NONE

Fig. 1

Development Agreement (Firelight)

**EXHIBIT "J"**

*Transfer Declaration*

*(Sample Instrument to Follow)*

Development Agreement (Firelight)

# SAMPLE ONLY

When Recorded Mail To:

Toquerville City  
212 North Toquer Blvd.  
Toquerville, Utah 84774

Affects Parcel Nos. \_\_\_\_\_  
\_\_\_\_\_

## **TRANSFER DECLARATION**

THIS TRANSFER DECLARATION ("Transfer Declaration") is made and executed this day of \_\_\_\_\_, 20\_\_\_\_, by and between FIRELIGHT DEVELOPMENT, INC., a Utah corporation ("Firelight"), TOQUERVILLE CITY, a Utah municipal corporation ("City") and the undersigned persons or entities set forth below as the "Westbrook Partners". Throughout this Declaration Firelight, the City and the Westbrook Partners may be referred to individually as a "Party" and collectively as "the Parties".

### **RECITALS**

A. WHEREAS, presently there exists a Development Agreement by and between the City and the Westbrook Partners (or their predecessors) which is recorded on the 12<sup>th</sup> day of May, 2008 as Document No. 20080019298 on the Official Records on file in the Office of the Recorder of Washington County, State of Utah, and later amended by a certain amendment recorded on the 14th day of October, 2008 as Document No. 20080039848 in the same Official Records (collectively "ACC Development Agreement").

B. WHEREAS, the ACC Development Agreement encumbers and effects certain real property which is described more fully in Exhibit "A" and depicted more fully in Exhibit "B", both of which are attached hereto, and incorporated herein by this reference ("Specific After Acquired Property"), among other property located within the municipal boundaries of the City in Washington County, State of Utah formerly known as the Ash Creek Crossing development (collectively "ACC Land").

C. WHEREAS, Subsequent to entering into an agreement to purchase the ACC Land from the Westbrook Partners over a period of time, Firelight applied for and obtained a master planned development overlay zoning approval ("MPDO Approval") for a different, more defined, mixed use master planned development and community on the ACC Land and other parcels to be known as Firelight.

D. WHEREAS, as part of the MPDO Approval, the City required Firelight to enter into a new development agreement containing different and additional covenants, obligations and entitlements. This development agreement was recorded against the portion of the ACC Land that Firelight (or its affiliated entities) had purchased from the Westbrook Partners on the day of \_\_\_\_\_, 2022 as Document No. \_\_\_\_\_ in the Official

Development Agreement (Firelight)

# SAMPLE ONLY

Records on file in the Office of the Recorder of Washington County, State of Utah ("Firelight Development Agreement").

E. WHEREAS, pursuant to the Firelight Development Agreement, and in keeping with the obligations of Firelight under its purchase agreement with the Westbrook Partners, each time Firelight, or one of its affiliated entities, purchases another portion of the ACC Land (aka Specific After Acquired Property), the Parties will execute an instrument such as this Declaration, the intended legal effect of which, is to release and terminate the ACC Development Agreement as the Specific After Acquired Property and to annex and make the Specific After Acquired Property subject to the Firelight Development Agreement.

## DECLARATION

NOW THEREFORE IT IS HEREBY ACKNOWLEDGED, AGREED AND DECLARED by the Parties hereto as follows:

1. Incorporation of Recitals. The Recitals and capitalized defined terms set forth above are hereby incorporated into this Declaration by this reference.
2. Release of ACC Development Agreement as to the Specific After Acquired Property. Upon the execution and recording of this Declaration in the Official Records on file in the Office of the Recorder of Washington County, State of Utah, the Specific After Acquired Property more fully described in Exhibit "A" and more fully depicted in Exhibit "B" attached hereto is hereby released from the ACC Development Agreement and said Agreement, along with its covenants, obligations and entitlements contained therein are deemed terminated and void as to the Specific After Acquired Property.
3. Annexation and Application of the Firelight Development Agreement as to the Specific After Acquired Property. Upon the execution and recording of this Declaration in the Official Records on file in the Office of the Recorder of Washington County, State of Utah, the Specific After Acquired Property is annexed and made subject to each and every covenant, obligation and entitlement contained in the Firelight Development Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FIRELIGHT (OR AFFILIATED ENTITY): CITY:**

FIRELIGHT DEVELOPMENT, INC.  
a Utah corporation

TOQUERVILLE CITY  
a Utah municipal corporation

\_\_\_\_\_  
\_\_\_\_\_  
**WESTBROOK PARTNERS**

\_\_\_\_\_  
\_\_\_\_\_

Development Agreement (Firelight)

# SAMPLE ONLY

*(Signature Page to Follow)*

### Development Agreement (Firelight)

# SAMPLE ONLY

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## WESTBROOK PARTNERS:

Development Agreement (Firelight)

# SAMPLE ONLY

**EXHIBIT "A"**  
TO TRANSFER DECLARATION

(Legal Description – Specific After Acquired Property)

Development Agreement (Firelight)

# SAMPLE ONLY

## **EXHIBIT "B"**

*(To Transfer Declaration)*

(Depiction – Specific After Acquired Property)

Development Agreement (Firelight)

# SAMPLE ONLY

## EXHIBIT "K"

(Commercial Use/Structure to ERU Conversion Table)  
*Toquerville City Code 10-15C-6-C – Table C.1*

Configuration/Use	Notes	ERU's
Residential	A detached single home shall be calculated for each 5,000 sq. ft. Each additional 5,000 sq. ft. shall count as 1 ERU.	1.0
Hotel /Motel	Attached unit not to exceed 1000 square feet including bathroom areas, but not including corridors outside the room, and not to exceed 1 bathroom.	0.25
Apartments Condominiums	Attached units not to exceed 1,000 square feet and not to exceed 1 ½ bathrooms	0.50
Apartments or attached single-family dwellings	Attached units not to exceed 1,500 square feet and not exceed 2 bathrooms	0.75
Commercial & Industrial, not including dwellings	For each 2,500 square feet of gross floor area, or for each part of a 2,500 square feet interval. Not to exceed 1 set of commercial bathrooms.	0.50
Residential Notes: All bathrooms, halls, closets, storage and utility rooms within a unit will be included in the calculation of square footages.		
Hotel/Motel Notes: Exterior hallways, common circulation and use areas, such as lobbies, elevators, storage areas, breakfast lobbies, conference rooms, banquet rooms, pools, spas, recreation facilities and other similar areas, will not be included in square feet calculation.		