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Russell Shirts Washington County Recorder
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By ST GEORGE CITY



Upon recording, return to:

Desert Color St. George, LLC
730 North 1500 West
Orem, Utah 84057
Attn: Brook Cole

SG-5-3-17-1101; SG-6-3-26-110; SG-6-3-35-110; SG-6-3-36-111

**DEVELOPMENT AGREEMENT
(Desert Color Community)**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 18th day of Oct, 2018, by and between St. George City, a Utah municipal corporation ("City"), and Desert Color St. George, LLC, a Utah limited liability company ("Developer"). City and Developer may be hereinafter collectively referred to as "Parties," and individually as a "Party."

RECITALS

A. Pursuant to the terms of a Development Lease Agreement dated September 11, 2017 between Developer and The State of Utah School and Institutional Trust Lands Administration ("SITLA"), Developer has the right to develop approximately 3,400 acres of land located within St. George City and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). The Property is currently owned by SITLA and is the subject of certain General Plan Amendments for the South Block Area submitted by Developer which were approved by City in June 2017 and February 2018, respectively (the "General Plan Amendments"). No additional property shall be added to the Property without the express, written amendment of this Agreement, executed and approved by Developer and City.

B. Developer desires to develop the Property as a mixed use planned development, to be known as Desert Color Community (the "Project"), comprised of various residential, commercial and public uses, all as set forth in the General Plan Amendments and the Desert Color Zoning Plan (South Phase Area), as amended from time to time, and currently as attached hereto as Exhibit B and incorporated herein by this reference (the "Zoning Plan"). Any modification to the Zoning Plan shall be by zone change amendment if the City, in its sole discretion, considers such modification substantial.

C. The City desires the Project be developed, to the extent practicable, as a self-sufficient community within the City, comprised of a harmonious and balanced mix of new residential, commercial, employment, and public uses, with the further objectives of:

- (i) promoting water conservation and sustainable development;
- (ii) creating a greater diversity in housing stock (types of housing available);
- (iii) creating a balanced mix of commercial property generating tax revenues;

(iv) creating private amenities along with Developer's residential density and commercial acreage, with ownership and maintenance by one or more owners associations;

(v) providing greater diversity in ownership of parks and other open space while maintaining a desired level of parks/open space per resident; and

(vi) providing land for fire, emergency medical response and police public facilities as the Project is developed and such services are needed.

D. The Parties are entering into this Agreement for the purpose of vesting the development rights of the Property and guiding the development of the Project in accordance with the terms and conditions of this Agreement and in accordance with St. George City ordinances, rules and regulations and legislative approvals and conditions (collectively, "City Ordinances"), and to address other matters related thereto.

E. The City is acting pursuant to its authority under Utah Code Section 10-9a-101, et. seq. and in furtherance of its land use policies, goals, objectives, ordinances, resolutions and regulations, and in the exercise of its legislative discretion, and has elected to approve this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Incorporation of Recitals; Capitalized Terms. The foregoing Recitals are incorporated by reference into this Agreement, as a substantive part hereof. Capitalized terms used herein and not otherwise defined shall have the meaning given them in the Zoning Plan.

2. Property Development.

(a) Approval of Zoning Plan; Allowed Uses. Concurrent with the execution of this Agreement, the Project is being approved by City as a mixed use planned development in accordance with the General Plan Amendments, the Zoning Plan, this Agreement and City Ordinances. All uses set forth in the Zoning Plan for a particular zone shall be considered allowed uses in such zone, and no amendments to the Zoning Plan or any other land use applications shall be required to implement any such uses or construct corresponding improvements in any phase of the Project located in such zone other than applicable preliminary and final subdivision plats and architectural review, except as set forth herein. Commercial, mixed use, and multifamily development and buildings will be subject to a zone change amendment, in order to review for compliance with design, site plan, architecture, use, and other applicable PD requirements as outlined in City Ordinances. Notwithstanding the foregoing, for single family residential products contemplated by the Zoning Plan, Developer shall be entitled to obtain from City one (1) building permit for a model home for a preliminary plat, prior to recording any related final subdivision plat. In addition, subject to City's prior consent, which consent shall not be unreasonably withheld, conditioned or delayed, Developer shall be entitled

to one (1) building permit for a model townhouse, duplex and/or fourplex, as described and depicted as Building Forms in the Zoning Plan, for a preliminary plat, prior to recording any related final subdivision plat. Notwithstanding the foregoing, no certificate of occupancy will be issued for a model home, townhouse, duplex, or fourplex until all applicable State laws and City Ordinances are met.

(b) Changes to Zoning Plan. In addition to the foregoing, Developer shall be entitled to make minor modifications to the Zoning Plan to the extent generally consistent with the Zoning Plan. Examples of such minor modifications shall include the following:

(i) Minor modifications to roadway alignments, after City consents in writing; provided there is no change in roadway classification or construction standards; and

(ii) Minor modifications to the location of the following private amenities, after City consents in writing: recreational amenities, Civic Spaces, and private regional and multi-use trails.

(iii) The classification of all other modifications, as minor or substantial, shall be in the sole discretion of City. With respect to the minor modifications described above or any other proposed modification which City classifies as minor, City shall name an appropriate City designee to oversee the minor modification process. All minor modifications to the Zoning Plan may be made after City consents in writing. All substantial modifications to the Zoning Plan shall be made by zone change amendment.

(c) Density of Residential Units. The density of residential units in the South Phase Area, the East Phase Area and the North Phase Area (each, a "Phase Area") is set forth in the Zoning Plan. Moving residential density inside a Phase Area, or from one Phase Area to another shall be considered a substantial change which requires City approval pursuant to applicable City Ordinances and zone change processes. Each required zone change amendment application to move residential density inside a Phase Area, or from one Phase Area to another, will be processed and considered if the following conditions are met for each requested change: (i) the public and private infrastructure exists or shall be constructed concurrently for the size, capacity, and location necessary to support the increased density; (ii) public and private amenities exist or shall be constructed concurrently in proximity to the increased density to meet City standards; and (iii) the requested change creates reasonable transitions with adjacent densities. Reasonable transitions of density shall mean building forms that are similar in density, height, building form, and intensity of use, to all adjacent properties; and provided that the proposal is no more than one step up or down in density, building form, and intensity of use.

3. Infrastructure and Improvements.

(a) Infrastructure Master Plan. Developer has submitted to City and City has approved an Infrastructure Master Plan for the Project. Developer remains primarily responsible for construction of the improvements described therein. The plan includes all water (storm, irrigation and culinary), sewer, natural gas, underground utilities, streets, traffic control devices, sidewalks, parks, trails, streetscapes, and all other improvements on and off the Property

reasonably required for the Project. The plan also identifies estimated triggers, phases, and construction schedules for all contemplated on-site and off-site improvements. City shall have the right to review and approve any proposed changes to the Infrastructure Master Plan, in its sole discretion. Developer may enter into different types of transactions with secondary developers, assignees, lessees, or subsequent owners (“Obligee”), and contractually obligate them to install, construct, complete, and dedicate portions of the improvements in the Infrastructure Master Plan for a particular Plat Area (as defined below). Developer and applicable Obligees shall complete all on-site and off-site public infrastructure projects required for development of each master planned neighborhood and Plat Area. All public infrastructure projects shall be constructed in phases concurrently and in conjunction with the construction on, and development of, the Plat Area to which such infrastructure corresponds. If public infrastructure facilities outside the applicable Plat Area and/or outside the Property are required for the development and construction inside such Plat Area, all such improvements shall be made by Developer and/or Obligee concurrently and in conjunction with development of such Plat Area. Notwithstanding the foregoing, Developer shall remain primarily responsible to construct the improvements contemplated in the Infrastructure Master Plan during the term of this Agreement. If any Obligee fails to fully construct the improvements in the Infrastructure Master Plan attributable to a Plat Area, Developer shall complete the improvements within a reasonable time following receipt of written notice of such failure from City.

(b) Improvements by Plat Area. If an Obligee submits a subdivision plat for approval of development of any portion of the Property (the “Plat Area”), such Obligee is responsible for all improvements necessary for its development. All improvements to be completed by any Obligee shall be completed and bonded for as required for all other subdivisions in City as set forth in its ordinances and standards. The completion and bonding shall be the responsibility of each Obligee in the course of developing the applicable Plat Area. Nothing herein alters the primary responsibility of the Developer as set forth in Section 3(a).

(c) Impact Fees; Credits and Reimbursements. Except as otherwise set forth herein, Developer and/or subsequent Obligees developing all or any part of the Property shall (i) pay all impact fees in accordance with City’s legally established and published standard impact fee schedule, and (ii) be entitled to receive credits against and/or reimbursement of impact fees in accordance with applicable law. No City funded public infrastructure projects are currently contemplated in the Project area. Developer is responsible for funding all public infrastructure projects planned and designed to provide service for the use and convenience of the occupants or users of the Property and Project inasmuch as they are “project improvements” as defined in the Utah Impact Fees Act. Notwithstanding the foregoing, none of the land dedications expressly agreed to by Developer in this Agreement shall be eligible for credits against or reimbursements of applicable impact fees.

4. Private Amenities; Private Trails with Public Access. Developer shall be solely responsible for all costs associated with the construction of Civic Spaces, Private Multi-Use Trails Paved (with no public access), Private Natural Surface Trails, private landscaping, and all other private amenities on the Property (“Private Amenities”) as well as all Private Regional Trails (with public access) and Private Multi-Use Paved Trails Along Roadside (with public access) (collectively, the “Private Trails with Public Access”). Following construction, such

Private Amenities and Private Trails with Public Access shall be owned, operated and maintained by the master association, and/or one or more neighborhood associations, in perpetuity. The public shall be granted an ingress and use easement over all Private Trails with Public Access. The public shall also be granted an ingress and use easement over each Private Amenity to the extent such Private Amenity is adjacent to a public park or represents the sole or primary source of connectivity to a public park. All Private Amenities and Private Trails with Public Access shall be constructed in compliance with City's standard specifications for design and construction; provided that Developer shall have discretion to determine what, if any, program features are included in any Private Amenities, as long as the Private Amenities meet or exceed the TNZ standards and PD approval standards.

(a) Civic Spaces and Private Multi-Use Trails with No Public Access.

Developer shall designate and construct Civic Spaces, Private Multi-Use Trails Paved (with no public access) and Private Natural Surface Trails concurrently with the development of the Project and in accordance with the phasing requirements of the Traditional Neighborhood Zone (TNZ) designation for the portions of the Project in which such Private Amenities are required.

(b) Private Trails with Public Access.

(i) General. Developer shall construct all Private Trails with Public Access for pedestrian, biking and golf cart use within the Project, generally consistent with the locations depicted on Exhibit 1-16A and Exhibit 1-16B of the Zoning Plan. All Private Trails with Public Access shall be constructed in phases concurrently and in conjunction with the construction on, and development of, adjacent land as set forth by Plat Area. Developer and all owners of the Private Trails with Public Access shall give the general public an easement for ingress and egress on them, under terms acceptable to the City. The easement terms may include the right of the applicable owner/association to impose reasonable rules and regulations related to such access and use, and reasonable protections of its ownership interest in the same. The applicable owner/association, by its rules and regulations, shall not effectively chill, constrain, or deny public access.

(ii) Special Provisions Pertaining to Private Regional Trails (with public access). All Private Regional Trails (with public access) shall be constructed to City standards for Public Regional Trails. As any Private Regional Trail (with public access) is being constructed, Developer also shall cause the same to be extended to, and connect with, any existing or master planned Public Regional Trail connection point located at the Project boundary that is within 500 feet of the portion of the Project then under construction or development, including the construction and maintenance of bollards and signage acceptable to the City, to designate the change in ownership from a Private Regional Trail (with public access) to a Public Regional Trail, and to inform the users of the Private Regional Trail (with public access) that golf cart use is not allowed on the Public Regional Trail. City shall own and maintain all Public Regional Trails up to, but not including, the Project boundary.

(c) Streetscapes and Landscapes. Developer, the master association, and/or neighborhood associations, shall be responsible for the construction, ownership, and maintenance of all park strips, planter strips, street trees, medians, enhanced paving areas including golf cart

parking, and intersection and roundabout landscaping, unless City, in its sole discretion, accepts any such responsibility. If landscaping is constructed by Developer in an arterial roadway right of way, City shall be responsible only for the cost of secondary water supplied to the landscaping. Developer shall construct all such landscaping generally consistent with the descriptions and/or depictions of such amenities contained in the Zoning Plan.

5. Neighborhood Parks. Developer also shall donate portions of the Property for Neighborhood Parks, free of monetary encumbrances. The number and general location of the Neighborhood Park areas are set forth in the Zoning Plan. Undevelopable property, detention basins, remnants, hillsides, and washes are not acceptable as Neighborhood Park areas, unless the proposed property is in addition to the immediately adjacent Neighborhood Park area, as determined by the City in its sole discretion. Neighborhood Park areas shall be free of contaminated soils, trash, and construction debris, and meet all requirements in the City of St. George Parks, Recreation, Arts, and Trails Master Plan, as amended. Undisturbed sites are preferred. If the site is disturbed, a suitable amount of topsoil shall be applied to the site by Developer. Each Neighborhood Park area will be located, surveyed, and donated to City: (i) at the time Developer is ready to begin construction on any Plat Area which is adjacent to or includes the Neighborhood Park area identified in the Zoning Plan, or (ii) when final subdivision plats representing a minimum of 1,500 dwelling units in the Phase Area have been approved and recorded, whichever is earlier. Developer shall submit a report of the number of dwelling units recorded with each preliminary plat. Biannually, Developer shall submit a report with the number of dwelling units recorded by Phase Area. All utilities shall be installed by Developer to the Neighborhood Park area boundary in a location reasonably acceptable to City. After it is located, surveyed, and donated, City will be solely responsible for the timing of development, construction, and the ongoing maintenance, repair and replacement of such Neighborhood Park area; provided that City shall construct a Neighborhood Park on such donated land, and provided further that such donated land may not be used for any purpose other than a Neighborhood Park. The requirements for the Neighborhood Park areas will be based on standards and requirements set forth in the City of St. George Parks, Recreation, Arts, and Trails Master Plan, as amended. If the public has an access and use easement over a Civic Space, the City, in its sole discretion, may consider the area a part of the required Neighborhood Park area, if immediately adjacent and not separated by a street. City may use proceeds from parks and recreation impact fees it collects in the Property area to pay for such Neighborhood Park improvements, or to pay for park improvements in any other area of the City, in City's sole discretion. Nothing in this Agreement shall be construed to require City to use impact fees for a particular project on the Property, or on a particular time schedule. Developer's obligation to pay applicable parks and recreation impact fees shall be governed by Section 3(c); except that Developer shall not be entitled to obtain credits against, or reimbursement of, impact fees with respect to the land donations for Neighborhood Parks contemplated by this Section 5.

6. Land Donation for Public Safety Facility and Entry Signage. Simultaneous with City approval of the first final plat for development within the East Phase Area of the Project, Developer shall donate to the City approximately two (2) acres of land to be used solely for the construction of a public safety facility (the "Public Facility") by the City, generally in the location shown on Exhibit 1-14 of the Zoning Plan, free of any liens and encumbrances, other than exceptions of record accepted by City in its sole discretion at the time of donation. The

ultimate location of the Public Facility site will be determined in connection with the review and approval of the first subdivision plat for the East Phase Area. In addition, in connection with the development of the South Phase Area, Developer shall donate to City approximately one-fourth (¼) of an acre of land, and legal access to the site, in the location depicted on Exhibit C (the “Signage Site”) to be used by City solely for the construction of an entry/welcome signage monument structure (the “Entry Signage”). The ultimate location of the Entry Signage within the Signage Site shall be determined by mutual agreement of the Parties. In any event, the Signage Site donation shall occur within twelve (12) months of the effective date of this Agreement. City shall be responsible for all costs associated with the construction, maintenance, repair, replacement and use of the Public Facility and the Entry Signage. The timing of construction of the Public Facility and the Entry Signage, however, shall be determined by City in its sole and absolute discretion. Any improvements comprising the Public Facility and the Entry Signage shall be designed and constructed using similar materials and colors found in Developer’s design standards for the Project, and the Parties shall work in good faith to agree on the City’s design of the improvements.

7. Construction, Southern Parkway: Exit 2 Interchange, Exit 1 Desert Color Parkway. In connection with the development of the Project, City shall work with Developer, SITLA, and UDOT to complete the planning, design and construction of the proposed Southern Parkway Exit 2 Interchange (“Interchange 2”) described and depicted in the Zoning Plan. To facilitate the timely construction of Interchange 2, City agrees to cooperate with Developer, as needed, to assist Developer, or sponsor Developer’s requests when appropriate, in obtaining and using any regional, state, or federal funds, including, but not limited to, grants or other monies that may be available for Interchange 2, and/or pursue available financing from the Utah State Infrastructure Bank to pay for the construction costs for Interchange 2 (the “Interchange 2 Loan”). Nothing in this paragraph shall be construed to require City to pay for grant or funding applications, financing costs, or the cost of construction of Interchange 2. Developer shall install landscaping at Exit 1 – Desert Color Parkway, and Exit 2 – Interchange 2, consistent with City Ordinances. Thereafter, City shall be responsible for maintenance of such landscaping.

8. Secondary Water System.

(a) Expansion. Consistent with the Zoning Plan, and in connection with the development of the Project, Developer intends to construct and install a system of transmission and distribution lines, storage ponds and ancillary facilities inside and outside the Property and Project that will integrate with City’s existing secondary water system (the “Secondary Water System Expansion”). Except as otherwise permitted under this Agreement or as otherwise required by applicable law, Developer shall complete such Secondary Water System Expansion at its sole cost and expense. Such Secondary Water System Expansion is intended to, among other things, (a) reduce culinary water use by each resident of the Project by up to 50% (which will cause culinary use to go down at twice the rate contemplated under standard development requirements within the City); (b) reduce energy costs; (c) preserve an affordable water supply for the end consumer; (d) reduce infrastructure and operational costs to produce and deliver potable water, all in accordance with applicable state and local water policy, and planning and education aimed at preserving adequate water supply/reserves for future needs. Notwithstanding the foregoing, to the extent Developer is required or requested by City to provide excess capacity

in such Secondary Water System Expansion, Developer and City shall enter into appropriate cost sharing or reimbursement agreements pursuant to which City shall be responsible for the cost of providing such excess capacity.

(b) Dedication to City. The Secondary Water System Expansion will be completed in phases, and upon completion of each phase, Developer will dedicate the same to City. City will operate and maintain the dedicated portions of the Secondary Water System Expansion and charge and collect fees from end users.

(c) Private Water Features. Developer intends to develop private water features in accordance with the Zoning Plan, including, but not limited to, ponds and lagoons ("Private Water Features"). Developer shall secure and retain water rights sufficient to support all secondary water needs and reserves for the Private Water Features. The source of such secondary water shall be at the Developer's sole discretion, and may include the development of private wells within the Project to supply such water. Developer is solely responsible for the supply, operation, infrastructure for, and maintenance of, all Private Water Features, and the secondary water source for them, in perpetuity. City shall not be responsible for any costs of maintenance or repair, including, but not limited to, dredging, vegetation control, or pest abatement.

9. Use of Golf Carts. Golf Carts (defined as any self-propelled device of conveyance of at least four wheels, designed for the primary purpose of transporting a person or persons on golf courses, weighing 1800 lbs. or less, going not more than 25 mph, carrying six (6) persons or less, and designated by its manufacturer as a "Golf Cart" on the manufacturer's statement of origin) shall be permitted to operate on all Private Trails with Public Access, certain designated Private Multi-Use Trails Paved (with no public access) and cross easement areas across public roadways within the Project. Golf Carts shall also be permitted to operate on all private roads within the Project. Exhibits 1-16A and 1-17B of the Zoning Plan show the anticipated locations of such Private Trails with Public Access, Private Multi-Use Trails Paved (with no public access) and cross easements across public roadways; however, the ultimate location of such trails and cross easements shall be determined in connection with approval of the final subdivision plat(s) for the Plat Areas in which such trails and cross easements are located. In connection with such approval, Developer and City shall enter into a recordable Right-of-Way Easement Agreement for Golf Cart Use at Desert Color, St. George memorializing their respective rights and obligations with respect to applicable cross easements for Golf Cart use. Unless otherwise agreed to in writing by Developer and City, all trails on which Golf Cart use is permitted shall be designed and constructed substantially in accordance with the approved designs and cross-sections set forth in Section 3.2 of the Zoning Plan. Street-legal Golf Carts shall be permitted to operate on public roads within the Project to the extent permitted by applicable law.

10. Vested Rights and Reserved Legislative Powers.

(a) Vested Rights. As of the date of this Agreement, Developer shall have the vested right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development established in the Zoning Plan, as

supplemented by this Agreement (including any Exhibits hereto), and subject to City Ordinances. Developer is vested with the right to develop the property of approximately 3,400 acres with residential, Planned Development Commercial, and Mixed Use, with a total residential density of up to 11,102 dwelling units. It is the intent of the Parties to vest Developer with the right to develop the Project to the full extent permitted under Utah law, this Agreement, and City Ordinances. The Parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market demand, interest rates, competition, and similar factors. Accordingly, the timing, subdivision sequencing, and phasing of development of the Project shall be determined by Developer in its sole and absolute discretion. Any subsequent discretionary actions by City or any conditions, terms, restrictions and requirements for such discretionary actions by City, shall not prevent development of the Project for the uses and to the maximum density or intensity of development contemplated by this Agreement.

(b) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement. This Agreement is not intended to and does not bind the City or its City Council in the independent exercise of its legislative discretion, except to the extent specifically set forth in this Agreement. Developer acknowledges that City is restricted in its authority to limit its police power by contract, and the limitations, reservations and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the retained power of City to enact such legislation of the police powers, such legislation shall not modify Developer's vested rights as set forth herein unless facts and circumstances are present which require application of the exceptions to the vested rights doctrine as codified by Utah Code Ann. § 10-9a-509.

(c) Completion by Plat Area. Notwithstanding Developer's vested rights, once development begins in a Plat Area, that Plat Area shall be completed expeditiously. Except as otherwise set forth in Section 2(a) or as otherwise permitted by the City Ordinances or agreed to by the Parties, all infrastructure, landscaping, and amenities for each Plat Area shall be constructed and completed or appropriate bonds posted for any uncompleted improvements before any building permit will be issued in the Plat Area. It is the intent of this Agreement that once development of a Plat Area begins, it shall be completed, so it could stand alone if no other portion of the Project is developed, or if development is delayed for any reason.

(d) Compliance with City Standards and Ordinances. Except as specifically set forth herein or in the Zoning Plan, nothing in this Agreement shall relieve Developer from the obligation to comply with all Federal, State, and local ordinances, State building and fire codes, and the requirements of the City necessary for development of the Project, including payment of all applicable impact and other fees, bonding, warranties, and compliance with City Standard Specifications for Design and Construction. Nothing in this Agreement shall be deemed to relieve Developer of any time restrictions provided by law, including, but not limited to, the requirement that plan development approvals expire and revert to the previous zone after 24 months if no building permit has been obtained or if no final plat is recorded. In the event Developer fails to meet any deadlines required by law with respect to any approval which results in the lapse or expiration of such approval, Developer shall submit a new application for such

approval. City Ordinances now existing, and as amended in the future, shall apply unless a variation or change is specifically enumerated in the Zoning Plan or this Agreement.

(e) Public Utility Easements. In order to facilitate the private and public infrastructure contemplated by Developer, Developer shall grant to City public utility easements on and under private streets, Private Trails with Public Access, and Private Amenities, as reasonably needed by City.

11. Developer's Responsibility for Dedications and Improvements. Dedication of any public improvements to City shall not relieve Developer of the responsibility for completion of all remaining public and private improvements for the applicable Phase Area. City reserves the right to review and accept all such public improvements; at which time City shall assume responsibility for maintenance and repair of the public improvements after the one year warranty period required for all public improvements has expired.

12. Utility Improvements, Extensions and Oversizing. If City determines that certain utility improvements should be extended or oversized, the Parties shall cooperate to avoid conflicts in construction, and achieve economies of scale. The Parties shall ensure that such improvements are developed in cooperation, and costs are allocated on a fair and reasonable basis, consistent with existing laws.

13. Mineral Extraction. Developer shall be entitled to excavate, crush, sort and store aggregate materials in the Mineral Extraction Locations shown on Exhibit 1-15 of the Zoning Plan; provided that such activities are conducted in conformity with applicable City Ordinances, and provided further that such materials may only be used to construct improvements within the Project, and may not be sold commercially for use in other projects. Such Mineral Extraction Locations may be utilized in a phased approach as material is needed; provided that all mineral extraction activities conducted in any Permitted Extraction Area with any Mineral Extraction Location shall be completed prior to any building permit being issued for construction of a building on any lot that is within 1,000 feet of any Permitted Extraction Area. For the purpose of determining the 1,000 foot buffer, the "Permitted Extraction Area" is defined as the currently permitted "Acres Disturbed" established on the grading permit. Also, Permitted Extraction Areas are not permitted within 1,000 feet of any existing lot with a permitted building, or any existing residential unit or existing building with a certificate of occupancy. Developer shall comply with all permit requirements, including requirements regarding grading, air quality, blasting, demolition, and dust control with respect to extraction activities conducted in any Permitted Extraction Area.

14. Hillside Development and Geologic Hazards. The Zoning Plan designates certain areas of the Property that are not suitable for development. Areas that are unsuitable for development due to hillside considerations or geologic hazards and are designated in the Zoning Plan as open space shall remain open space. Nothing in the Zoning Plan prevents City from enforcing City Ordinances related to development of hillside and geologic hazard areas, including, but not limited to, design and disturbance standards, drainage requirements, and building setbacks.

15. General Terms and Conditions.

(a) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (iv) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 15(a)):

To Developer: Desert Color St. George, LLC
Brook Cole
730 North 1500 West
Orem, Utah 84057
Email: bcole@clydeinc.com

with a copy to:

Paul M. Durham
Rick L. Guerisoli
Durham Jones & Pinegar, P.C.
192 East 200 North, Third Floor
St. George, Utah 84770
Facsimile: (435) 628-1610
Email: pdurham@djplaw.com
rguerisoli@djplaw.com

and

Roger Mitchell, Assistant Director
State Institutional Trust Lands Association
675 East 500 South, Suite 500
Salt Lake City, Utah 84102
Email: rogermitchell@utah.gov

To City:

St. George City
Legal Department
175 East 200 North
St. George, Utah 84770
Facsimile: (435) 627-4260
Email: ellen.adams@sgcity.org

With a copy to:

John Willis
175 East 200 North
St. George, Utah 84770
Email: john.willis@sgcity.org

(b) Periodic Review of Agreement. The Parties agree to undertake a good faith review of the Agreement at least once every five (5) years to determine whether any modifications are necessary or advisable. In the event that both Parties determine changes should be made to the Agreement, the Parties shall in good faith negotiate appropriate amendments to this Agreement to effect such changes.

(c) Attorneys' Fees. If any Party brings suit to enforce or interpret this Agreement, for damages because of the breach of this Agreement, or with respect to any other issue related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party the prevailing Party's reasonable attorney's fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing Party is entitled.

(d) Entire Agreement. This Agreement, together with the Exhibits hereto, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(e) Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

(f) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

(g) No Third Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the Parties, SITLA, any affiliate of Developer or any transferee of Developer described in Section 15(p) below.

(h) Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate in good faith with respect to all such future agreements.

(i) Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between City and Developer.

(j) Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on all successors in the ownership of any portion of the Property.

(k) Performance. Each Party shall perform its obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience the other Party, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith. All subsequent review of the development of the Project shall be subject to the terms and conditions of this Agreement and City Ordinances to the extent not inconsistent herewith.

(l) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction). The Parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The Parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

(m) Construction. This Agreement has been reviewed and revised by legal counsel for each of the Parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the, interpretation or enforcement of this Agreement.

(n) Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party in connection with this Project shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required from City shall be given or withheld by City in compliance with this Agreement and City Ordinances.

(o) Approval and Authority to Execute. Each of the Parties represents and warrants as of the date this Agreement is executed that it has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement of such Party.

(p) Assignment. Developer shall be permitted to transfer all or any portion of the Property, provided that the transferee assumes in writing Developer's obligations under this Agreement with respect to the portion of the Property so transferred and further agrees that City shall be named as a third party beneficiary of (and shall be permitted to enforce directly against such transferee) the assumed obligations. In the event of a transfer or sale by Developer of less than all of the Property, Developer shall retain exclusive control over the portions of the Property not sold or transferred, and no transferee shall have any right to control or object to any subsequent amendment of this Agreement, and Developer may make any modifications hereto without notice to, or the consent of, any such transferee.

(q) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect.

(r) Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

(s) Amendment. This Agreement may be amended only in writing signed by the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

CITY:
St. George City

DEVELOPER:
Desert Color St. George, LLC

By: [Signature]
Name: Jonathan T. Pike
Title: Mayor

By: [Signature]
Name: BRUCE GUE
Title: DESERT COLOR MANAGER, LLC

ATTEST:

By: [Signature]
Name: Christina Fernandez
Title: City Recorder



APPROVED AS TO FORM:

By: [Signature] 11/30/18
Name: VICTORIA H. Hales
Title: Asst. City Attorney

ACKNOWLEDGEMENT AND CONSENT OF OWNER

The undersigned, having an interest in the Property that is the subject of the foregoing Agreement, hereby consent to execution of this Agreement by Developer.

THE STATE OF UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

By: [Signature]
Name: Rodger [unclear]
Title: Assistant Director

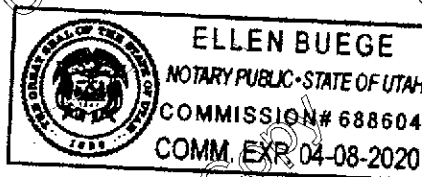
CS

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
) :SS
COUNTY OF WASHINGTON)

On the 3rd day of December, 2018, personally appeared before me, ~~Jonathan Pike & Christina Ferron~~ recorder, who being duly sworn, did say that he is the Mayor of St. George City ("City"), a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of City with proper authority and duly acknowledged to me that that City executed the same.

Ellen Buege
NAME Ellen Buege



DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
)
) :SS
COUNTY OF Washington)

On the 28 day of November, 2018, personally appeared before me Brook Cole, who being duly sworn, did say that he is the Manager of Desert Color St. George, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said entity with proper authority and duly acknowledged to me that said entity executed the same.

Hollyann Gubler
NAME

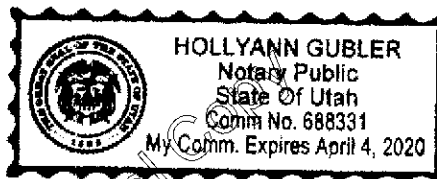


EXHIBIT A

(Property -Legal Description)

The real property is located in Washington County, State of Utah, more particularly described as follows:

DESERT COLOR SOUTHERN PARCEL

Beginning at a point which is North 88°46'19" West 1879.38 feet along the North section line and South 00°00'00" East 3148.23 feet from the North 1/4 corner of Section 35, Township 43 South, Range 16 West of the Salt Lake Base and Meridian said point also being a point on the state line between the State of Utah and the State of Arizona said point also being the Southeasterly corner of the Nature Conservancy parcel with Parcel ID No. SG-6-3-35-112 and running thence along the Easterly boundary of said Nature Conservancy parcel North 01°04'41" East 470.84 feet to the Southeasterly corner of the Nature Conservancy parcel with Parcel ID No. SG-6-3-35-430; thence along the Easterly boundary of said Nature Conservancy parcel North 01°04'40" East 976.74 feet to the Northeasterly corner of said Nature Conservancy parcel said corner also being on the Easterly Right of Way of Interstate 15; thence along said Easterly Right of Way through the following six (6) courses: North 28°34'00" East 114.56 feet; thence North 55°35'40" East 223.87 feet; thence North 28°34'22" East 2200.00 feet; thence South 61°25'38" East 250.00 feet; thence South 75°27'48" East 206.16 feet; thence North 30°16'12" East 1350.34 feet; thence leaving said Easterly Right of Way North 81°19'41" East 249.88 feet; thence North 08°40'19" West 400.00 feet; thence South 81°19'41" West 249.65 feet to a point on said Easterly Right of Way; thence along said Easterly Right of Way through the following five (5) courses: North 08°39'43" West 228.21 feet; thence North 28°41'53" East 299.57 feet; thence North 16°45'54" East 200.61 feet; thence North 14°54'48" East 728.00 feet; thence North 28°34'00" East 2864.00 feet to a point on the Southwesterly Right of Way of the Atkinville Interchange; thence along said Southwesterly Right of Way through the following twenty five (25) courses: North 33°39'43" East 676.43 feet; thence North 42°22'04" East 238.09 feet to the point of curvature of a 57.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 88.59 feet through a central angle of 89°02'52" the chord of said curve bears North 86°53'30" East for a distance of 79.94 feet to the point of tangency; thence South 48°35'04" East 153.04 feet; thence South 51°52'44" East 37.25 feet; thence South 51°38'00" East 46.28 feet to the point of curvature of a 500.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 105.87 feet through a central angle of 12°07'55" the chord of said curve bears South 45°34'02" East for a distance of 105.67 feet to the point of tangency; thence South 39°30'04" East 150.78 feet to the point of curvature of an 800.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 130.28 feet through a central angle of 09°19'49" the chord of said curve bears South 35°09'03" East for a distance of 130.13 feet to the point of tangency; thence South 30°18'38" East 78.99 feet; thence South 34°28'13" East 88.02 feet; thence South 27°49'54" East 97.89 feet; thence South 27°49'54" East 107.28 feet; thence South 27°49'54" East 7.76 feet; thence South 24°58'12" East 480.75 feet to the point of curvature of a 180.40 foot radius curve to the right; thence Southwesterly along the arc of a said curve 300.00 feet through the central angle of 95°16'49" the chord of said curve bears South 22°43'10" West for a distance of 266.60 feet to the point of a 600.00 foot radius compound curve to the right; thence Southwesterly along the arc of said curve 225.56 feet through a central angle of 21°32'22" the chord of said curve bears South 81°34'15" West for a distance of 224.23 feet to the point of tangency; thence North 88°11'29" West 104.94 feet to the point on the arc of a 1955.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 136.99 feet through a central angle of 04°00'53" the chord of said curve bears South 04°09'41" West for a distance of 136.96 feet to the point of tangency; thence South 02°09'14" West 17.91 feet; thence North 85°45'20" East 53.53 feet; thence South 86°14'05" East 139.05 feet; thence South 88°01'08" East 141.37 feet; thence North 89°44'45" East 157.82 feet to the point of curvature of a 196.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 139.11 feet through a

central angle of 40°39'59" the chord of said curve bears South 69°55'16" East a distance of 136.21 feet to a point on the arc of a 196.00 foot radius curve to the right said point being common to said Southwesterly Right of Way of Atkinville Interchange and the Southerly Right of Way of the Southern Parkway; thence leaving said Southwesterly Right of Way of Atkinville Interchange and along said Southerly Right of Way of the Southern Parkway through the following twenty two (22) courses: Southeasterly along the arc of said 196.00 foot radius curve 78.64 feet through a central angle of 22°59'15" the chord of said curve bears South 38°05'39" East 78.11 feet to the point of tangency; thence South 26°36'08" East 844.17 feet; thence South 28°11'38" East 237.59 feet to the point of curvature of a 2710.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 465.78 feet through a central angle of 09°50'52" the chord of said curve bears South 33°13'16" East for a distance of 465.21 feet to the point of tangency; thence South 37°58'14" East 344.81 feet; thence South 38°35'35" East 702.55 feet; thence South 37°08'17" East 128.76 feet; thence South 40°21'00" East 74.61 feet; thence South 35°26'19" East 257.64 feet to the point of curvature of a 3835.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 347.55 feet through a central angle of 05°11'33" the chord of said curve bears South 35°57'58" East a distance of 347.43 feet to the point of tangency; thence South 32°42'47" East 193.47 feet; thence South 30°52'15" East 685.71 feet; thence South 30°24'56" East 824.93 feet; thence South 30°55'10" East 21.77 feet; thence South 30°55'10" East 100.00 feet; thence South 30°55'10" East 389.26 feet; thence South 32°11'25" East 274.63 feet; thence South 34°43'57" East 606.70 feet to the point of curvature of a 7350.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 789.48 feet through a central angle of 06°09'15" the chord of said curve bears South 42°32'12" East a distance of 789.10 feet to the point on the arc of a 7350.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 2555.47 feet through a central angle of 19°55'15" the chord of said curve bears South 55°34'27" East a distance of 2542.62 feet to a point on the arc of a 7350.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 100.00 feet through a central angle of 00°46'46" the chord of said curve bears South 65°55'28" East a distance of 100.00 feet to a point on the arc of a 7350.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 2751.51 feet through a central angle of 21°26'56" the chord of said curve bears South 77°02'19" East 2735.47 feet to a point of non-tangency; thence South 02°14'12" West 73.75 feet to a point on the state line between the State of Utah and the State of Arizona; thence along said state line through the following four (4) courses: North 88°43'10" West 2641.36 feet to state line marker No. 26; thence North 88°43'10" West 5287.61 feet to state line marker No. 25; thence North 88°43'26" West 5277.59 feet to state line marker No. 24; thence North 88°43'03" West 1429.48 feet to the point of beginning.

Contains 1,331.86 acres

Less and excepting that portion of property lying within the dedicated Right of Way of Black Mountain Drive as shown on the Roadway Dedication plat thereof recorded as Document No. 20090041241 in the office of the Washington County Recorder in said County in the State of Utah also less and excepting that portion of property lying within the dedicated Right of Way of Astragalus Drive as shown on the Roadway Dedication plat thereof recorded as Document No. 20090026781 in the office of said Washington County Recorder.

Contains 4.29 Acres

Southern Parcel Contains 1327.58 Acres

DESERT COLOR NORTHERN PARCEL

Beginning at the South 1/4 Corner of Section 24, Township 43 South, Range 16 West, Salt Lake Base and Meridian. Running thence along the Center Section line of Section 25 South 01°15'53" West 642.36 feet; thence South 06°41'39" East 1100.21 feet; thence South 52°24'35" West 400.00 feet to a point on the arc of a curve to the left having a radius of 15150.00 feet, said point also being on the Northerly Right-of-Way of State Route 7, thence along said Right-of-Way the following five (5) courses: Northwesterly 301.11 feet along the arc of said curve through a central angle of 01°08'20", the radial direction bears South 52°24'35" West, to the point of non-tangency; thence North 38°43'44" West 58.48 feet to a point on the arc of a curve to the right having a radius of 4770.00 feet; thence Northwesterly 1262.98 feet along the arc of said curve through a central angle of 15°10'14", the radial direction bears North 51°16'16" East; thence North 23°33'44" West 456.30 feet; thence North 23°33'30" West 410.00 feet to Northeasterly Right of Way of Atkinville Interchange and thence along said Northeasterly Right of Way through the following six (6) courses: North 42°00'27" East 249.93 feet to the point of curvature of a 337.00 foot radius curve to the left; thence Northeasterly along the arc of said curve 382.41 feet through a central angle of 65°00'59" the chord of said curve bears North 09°30'27" East for a distance of 362.22 feet to the point of tangency; thence North 23°00'02" West 287.12 feet to the point of curvature of a 456.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 295.96 feet through a central angle of 37°11'14" the chord of said curve bears North 41°35'39" West for a distance of 290.79 feet to the point of tangency; thence North 60°11'16" West 56.89 feet; thence North 49°12'22" West 46.69 feet to a point on the Easterly Right of Way of Astragalus Drive said point also being a point on the arc of a 2045.00 foot radius curve to the left; thence along said Easterly Right of Way through the following four (4) courses: Northeasterly along the arc of said curve 599.23 feet through a central angle of 16°47'20" the chord of said curve bears North 17°01'25" East for a distance of 597.09 feet to the point of reverse curvature of a 1955.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 489.38 feet through a central angle of 14°20'33" the chord of said curve bears North 15°48'01" East for a distance of 488.11 feet to the point tangency; thence North 20°57'24" East 144.88 feet; thence North 89°20'58" West 47.35 feet to a point on the Easterly boundary of the Kenworth Sales Company Inc. parcel recorded as Entry No. RS006903-16 in the office of the Washington County Recorder, in said County, in the State of Utah said point also being a point on the arc of a 2015.00 foot radius curve to the left and running thence along said Easterly boundary through the following four (4) courses: Northeasterly along the arc of said curve 594.10 feet through a central angle of 16°53'35" the chord of said curve bears North 10°54'16" East for a distance of 591.95 feet to the point of tangency; thence North 02°27'28" East 805.89 feet; thence North 15°03'11" West 307.76 feet; thence North 06°45'25" East 185.68 feet to a point on the Easterly Right of Way of Interstate 15; thence along said Easterly Right of Way North 28°34'00" East 38.33 feet; thence leaving said Easterly Right of Way South 72°53'53" East 1313.40 feet to the Center Section line of Section 24 of said Township 43 South Range 16 West; thence along the Center Section line South 01°16'53" West 3951.70 feet to the South 1/4 Corner of Section 24, Township 43 South, Range 16 West Salt Lake Base and Meridian, said point also being the point of beginning.

Containing 7,208,826 sq. ft. or 165.49 acres.

EXHIBIT B
(Zoning Plan)

[see attached]

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Unofficial Copy

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Unofficial Copy

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DESERT COLOR

ZONING PLAN (South Phase Area)

PREPARED FOR:
City of St. George
Community Development Department

APPLICATION BY:
Desert Color St. George, LLC
730 N 1000 W
Crom, UT 84057

State Institutional Trust Lands Association
875 E 500 S, Suite 100
Salt Lake City, UT 84102

APPROVED OCTOBER 18, 2018

September 2018

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Zone Plan Note:

Imagery and typical details used to throughout this Zone Plan are intended to portray specific elements and may not represent all requirements as outlined within this Zoning Plan unless otherwise noted.

1.0 INTRODUCTION

1.1 PREVIOUS DEVELOPMENT APPROVALS AND PURPOSE OF APPLICATION

The State of Utah School and Institutional Trust Lands Administration (commonly referred to as "the Trust") controlled a tract of land within the southerly portion of St. George City, State of Utah, totaling over 10,000 acres extending from Hidden Valley to the Utah/Arizona border. This tract is commonly referred to as the South Block Area. Numerous land planning exercises have been completed over the past couple of decades involving many City/County, State jurisdictional and local state stakeholders. Several portions of the South Block area have been since sold to private entities for development and public entities for infrastructure improvements and conservation purposes implementing the development plans as envisioned.

Recently, a revised master planning process was conducted in 2006-2007. This process was initiated by the Trust for a portion of the South Block Area, approximately 6,116 acres, which included land to the east side of Interstate 15 (I-15) and extending eastward along the Southern Parkway to the Fort Pierce Wash. This effort resulted in a general plan adoption by the City of St. George in April 2007 and the Atkinville Interchange Area Zone Plan. The location of the previously approved 6,116-acre South Block Area general plan area is depicted in Exhibit 1-1 – Regional Map.

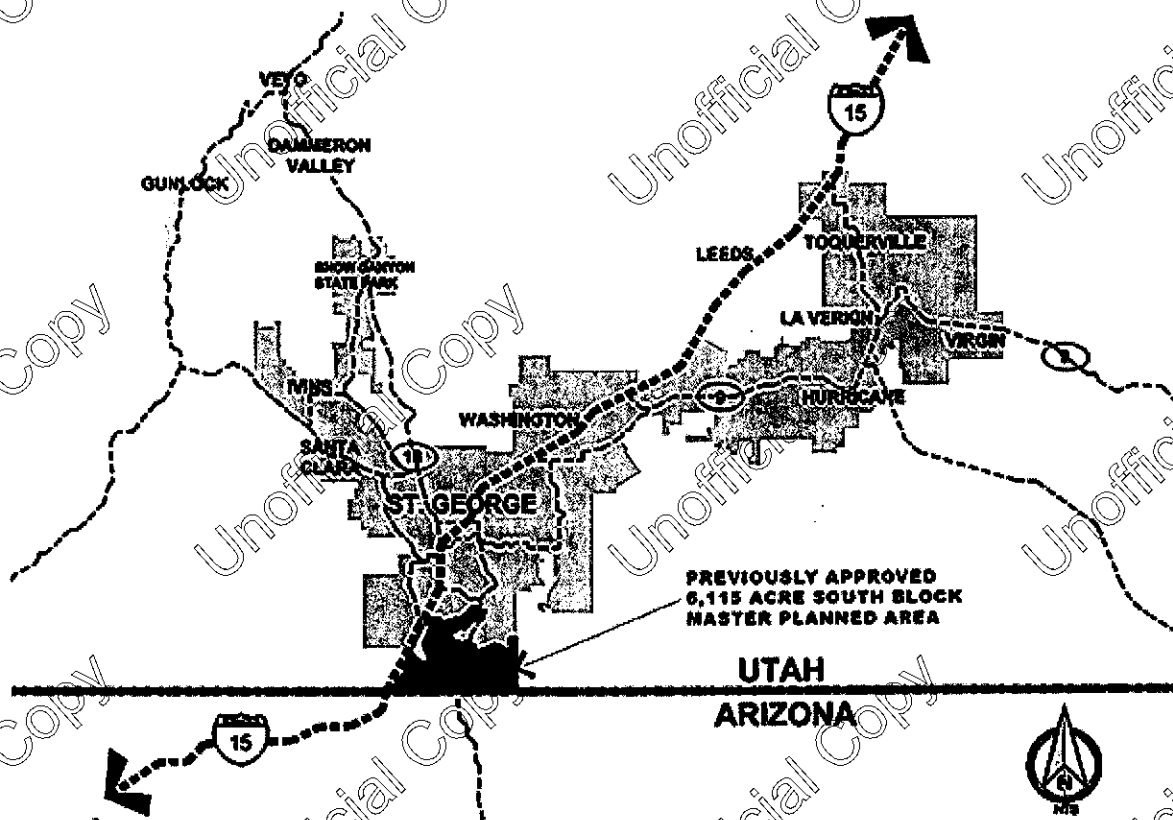


EXHIBIT 1-1 REGIONAL MAP

In 2016, the Trust requested proposals from interested development partners to commence development on a portion of this previously planned 6,116-acre South Block Master Planned Area to implement the proposed development plan. Desert Color Community St. George, LLC ("Development Partner") was chosen as the master developing partner to move forward developing approximately 3,400 acres of the Trust's remaining land holdings in the South Block Master Planned Area. The location of the 3,400 acre portion of the South Block Master Planned Area referred to herein as "Desert Color Community" is depicted in Exhibit 1-2 – Desert Color Community Vicinity Map

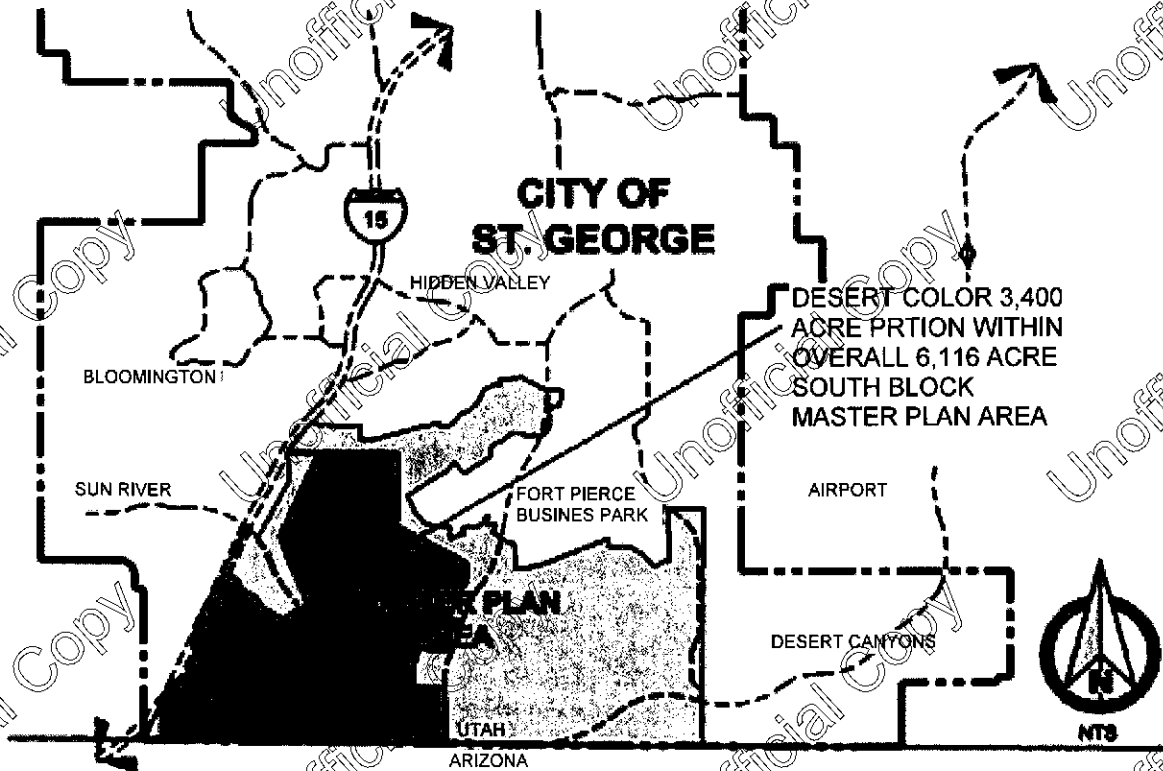


EXHIBIT 1-2 DESERT COLOR COMMUNITY VICINITY MAP

General Plan Amendments were submitted by the Development Partner and approved by St. George City in June 2017 and in February 2018. The General Plan Amendment and Master Plan revisions were primarily related to rearranging the location of certain previously anticipated land uses clustered around a new central Town Center anchored by the Atkinville Interchange. The revised General Plan and Master Plan however remained committed to the previously envisioned South Block Area goal of being a self-sufficient community within St. George City, where a balanced mix of new residential, commercial, employment, and public uses would be developed in harmony.

The approved General Plan Amendment and Master Plan for the Desert Color Community portion of the South Block Area also maintained the original planning framework for this area as outlined in the City's general planning documents. These guidelines along with the proposed Zone Plan will continue to serve as a guiding framework for land uses, recreational opportunities, transportation planning, hillside and open space preservation, and future zoning processes and procedures while providing the flexibility needed to respond to changing market conditions as the property is developed over the next 25 to 30 years.

A Zone Plan is now being submitted to St. George City outlining specific development standards which the Desert Color Community will be developed by. The information contained within this Zone Plan, Zone Map and corresponding exhibits and Development Agreement (collectively referred to herein as the "Project Plan") further define the development rights, entitlements, uses, standards, regulations, and uses that can be developed within the Desert Color Community. Implementation of this Project Plan in coordination with local water districts and service providers will allow for a phased implementation of the overall development plan as envisioned. Previous examples of the Trust's property being developed throughout the Washington County community through a similar phased master planned development program include the Coral Canyon Master Planned Community and Brio Master Planned Community in Washington City and SunRiver Master Planned Community in St. George City.



The Desert Color Community Zone Plan shall encompass all lands contained within the Desert Color Community, including the 280 acres of land previously contained within the Atkinville Interchange Zone Plan Area. The lands being transferred out of the previously approved Atkinville Interchange Zone Plan and into the Desert Color Zoning Plan are depicted in Exhibit 1-3 - Atkinville Interchange Zone Plan Area.

All development activities on lands previously included within the Atkinville Interchange Zone Plan Area, which have formally applied for any land development activity prior to the acceptance and approval of this new Desert Color Community Zone Plan, shall continue to be developed in accordance with the standards and guidelines contained within the Atkinville Interchange Zone Plan Area Plan. These lands, if any, shall also be reviewed to ensure they conform to the new Desert Color Community Zoning Plan Guidelines to be developed in harmony within the overall Desert Color Community master plan. Once the new Desert Color Community Zoning Plan is approved, all remaining lands included within the 280-acre previously approved Atkinville Interchange Zone Plan Area, which are not included within any land development activity previously approved by the City, shall conform to the new Desert Color Community Zone Plan standards.



AREA WITHIN THE EXISTING
ATKINVILLE INTERCHANGE
ZONE PLAN THAT IS
BEING INCORPORATED INTO
THE DESERT COLOR ZONE PLAN

ATKINVILLE ZONING

-  PD-C
-  MULTI FAMILY
-  OPEN SPACE/LINEAR PARKS

ZONE CHANGE NOTE

ALL DEVELOPMENT PODS IN THE ATKINVILLE
INTERCHANGE AREA ZONE PLAN ARE TO BE
ZONED PD-C.

EXHIBIT 1.3 ATKINVILLE INTERCHANGE ZONE PLAN AREA

1.2 DESERT COLOR VISION

The land use plan for the original 6,116-acre South Block Area was organized largely as a self-sufficient community within St. George City and would potentially be developed over a span of 25 to 30 years. The Desert Color Community portion within the South Block Area is approximately 3,400 acres and will include a mixed-use commercial town center, small mixed-use neighborhood commercial centers, resort oriented development, and distinct residential neighborhoods.

Key elements that embody the goals and principles as established in the City's General Plan Planning Framework guiding the Desert Color Community's portion of the South Block Area include:

- Progressive master planning ideas incorporating a mixture of uses that are interconnected and developed in tandem with one another
- Developed as a self-sufficient and sustainable community within St. George City that includes a central commercial town center, smaller mixed-use neighborhood commercial centers, and diversity in product types within each residential neighborhood
- A central commercial hub that includes retail, commercial, recreational, and hospitality uses serving transient-oriented guests and local patrons establishing a sense of place as a gateway entering the State of Utah and the St. George City
- Integrating vertical mixed-use (such as offices and residences over retail uses), horizontal mixed-use (such as retail, office, residential and recreational uses located side by side without a buffer) and mass transit stops
- Residential neighborhoods containing a mixture of attached and detached residential product types
- Decentralized interconnected system of parks and amenities to encourage pedestrian activity and alternative modes of access
- A complete "cone" system of schools to provide K-12 public education with public, private and charter schools
- Vehicular circulation layout that encourages dispersed traffic
- A hierarchical network of local private community and public access trails linking neighborhoods to parks, schools, commercial areas, open space, and St. George City via the regional trail system

These key elements when combined together facilitate a development pattern that is not only functional but also provides for a more integrated, interconnected, and livable community that maintains the welcoming, kind, and hospitable quality of life prevalent in the Washington County area.

1.3 PHASE AREAS

Given the site's existing conditions, construction methods, and infrastructure requirements, the Project Plan for the Desert Color Community has been divided into three Phase Areas. While the Phase Areas are being master planned comprehensively as one master planned development, each Phase Area will be zoned separately. See Exhibit 1-4 - Desert Color Community Phase Areas for the location of the South Phase, North Phase and East Phase Area location.

South Phase Area- 1,337 Acres

This planning area covers all of the land southwest of Southern Parkway. The area is bordered by Interstate 15 to the west, the Utah/Arizona State Line to the south and Southern Parkway to the north and northeast. The South Area generally slopes south to north with three main jurisdictional washes running through the middle of this Phase area (which are the predominant drainage channels for the surrounding area which ultimately drain into the Virgin River to the northwest). This Phase Area's soils are good and consist of silt, sand, and gravel overlying bedrock with one area of shallow surface limestone and potential expansive mudstone in the southeast part of the development area. Utilities services (water, sewer, and dry utilities) are already constructed on Astragalus Drive and Black Mountain Road which also provide access to the site via the separated bypass off of Southern Parkway. The South Phase Area will require extensive bridge work to provide multiple access routes once density thresholds are reached as outlined in Section 1.12 Secondary Access, for this Phase Area.

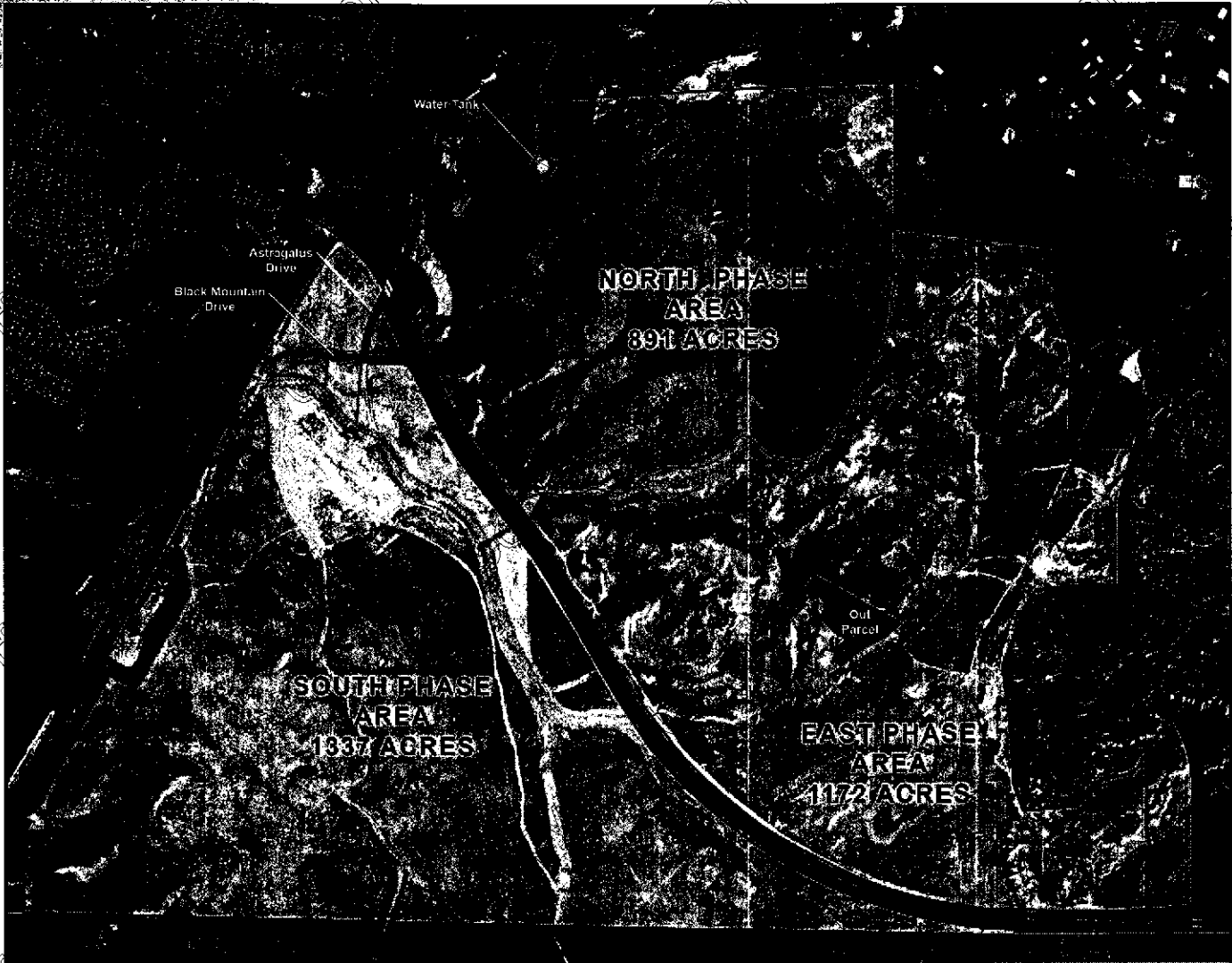


EXHIBIT 1-4 DESERT COLOR COMMUNITY PHASE AREAS

North Phase Area - 891 Acres

This Phase Area is defined primarily by being elevated up on the exposed limestone plateau to the north of Southern Parkway. It is roughly 520 feet above the valley at its highest point. This area will be primarily served by the existing Astragalus Drive running along the west side of the development area. Secondary access will be provided via a new interchange off of Southern Parkway developed in conjunction with the South Area's development plan or River Road to the west. A portion of this Phase Area's elevation is above the existing East Bloomington culinary water system tank and exposed bedrock are issues that will need special consideration, which may require alternative construction methods and utility delivery systems in order to develop. Development in the North Phase area will also adhere to setback requirements along prominent ridgelines.

East Phase Area - 1172 Acres

This Phase Area contains all of the land east of the North Area's limestone plateau and bordered by River Road and the White Dome Nature Preserve. The area has numerous small mesas on the western half of the development area and a large relatively flat valley on the eastern half. Where expansive clay soils exist in this area, alternative construction measures may require extensive over-excavation or micropiles to develop.

1.4 EXISTING ZONING

The existing zoning for lands in each Phase Area within the Desert Color Community currently are zoned R-1, R-10, Mining and Grazing, Open Space, or PD (Atkinville Interchange Area Zone Plan). See Exhibit 1-5 Existing Development Rights per Planning Area Table below and Exhibit 1-6 - St. George City Existing Zone Map. The Desert Color Community existing potential development rights per the existing zone plan and zoning code for each Phase Area is:

EXHIBIT 1-5 EXISTING DEVELOPMENT RIGHTS PER PHASE AREA

Atkinville Interchange PD Zone Plan

Zone	Acreage	DU's/Acre	Density
PD-R	46 AC	16 DU/AC	736 DU's
PD-C	234 AC		
South Phase Area			
Mining	549 AC	1.0 DU/20 AC	28 DU's
R-1-10 Zone	687 AC	3.2 DU/AC	2198 DU's
North Phase Area			
Open Space	256 AC	0 DU/AC	0 DU's
R-1-10 Zone	456 AC	3.2 DU/AC	1459 DU's
East Phase Area			
R-1-10 Zone	1172 AC	3.2 DU/AC	3750 DU's
Subtotal	3400 AC		8171 DU's

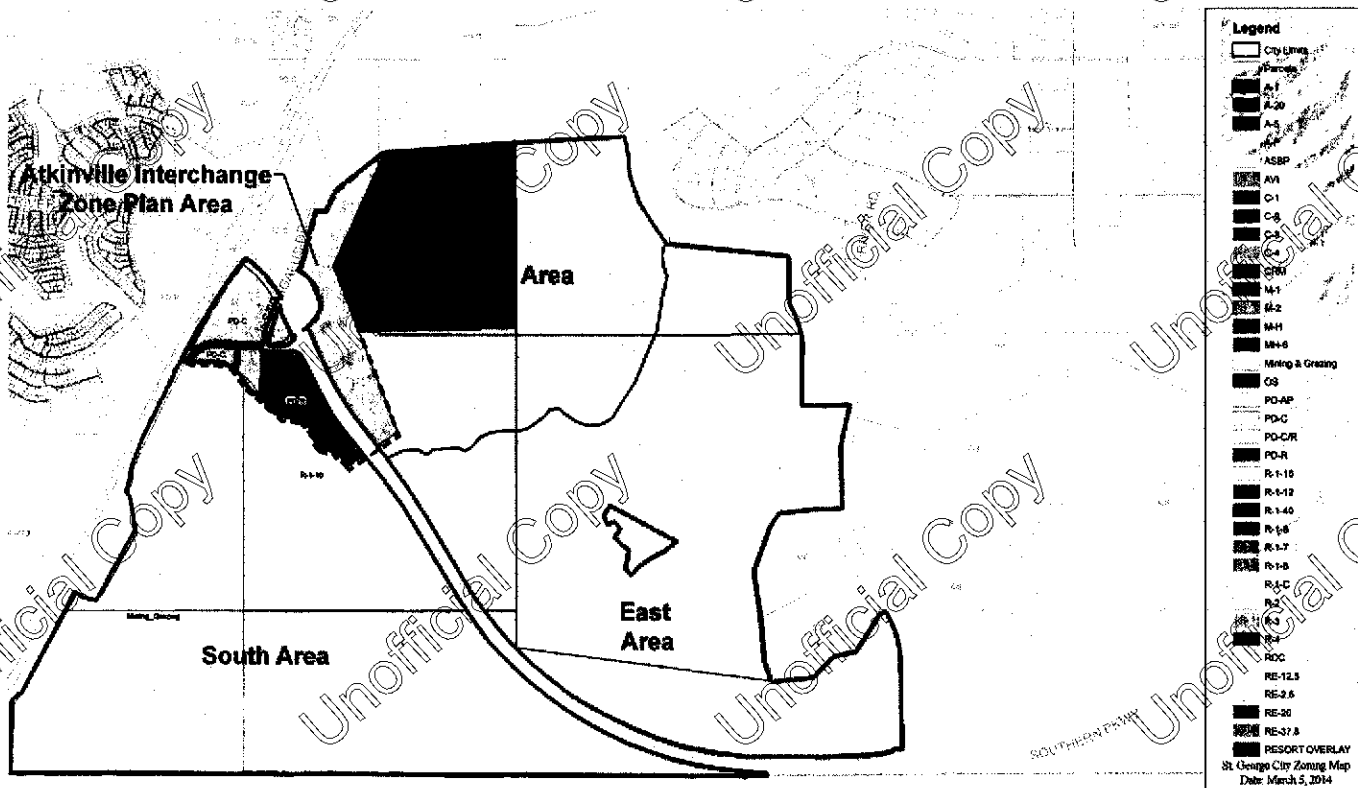


EXHIBIT 1-6 ST. GEORGE CITY EXISTING ZONING MAP

These existing zones limit the pattern of development to be one dimensional - essentially 10,000 square foot or larger lot - and do not meet the City's established General Plan goals and pattern of development for this area. The approved General Plan the Desert Color Community recognized the existing zoning limitations and anticipated the need for future zoning change whereby a comprehensive master plan with new Planned Development Zones ("PD Zones") could be created to accommodate the desired mixed-use pattern of development and key goals and principles for the South Block Area. The approved General Plan anticipated zone changes envisioned using a combination of the City's conventional zoning districts, the Planned Development District, the new Traditional Neighborhood District or alternatively, could propose the creation of a custom zone within the City's zoning ordinance to be applied exclusively to the areas within the South Block Master Planning Area.

1.5 PROPOSED ZONING

After evaluating the rezoning options available in consultation with St. George City Staff, it is proposed that the Desert Color Community utilize a PD-Zone approach to establish land uses, densities, and development standards for land development activities within the project. The Desert Color Community has been divided into three primary Phase Areas which will be rezoned separately as the community is developed over time. The first area to be rezoned is the South Phase Area which includes a portion of land formerly zoned within the Atkinville Interchange Area Zone Plan. The South Phase Area will contain one or more of the proposed Planned Development Zone Districts as depicted in the Exhibit 1-7 Proposed South Phase Area Desert Color Community Zone Plan. The proposed Planned Development Zone Districts include the following:

- Planned Development Commercial Zone ("PD-C")
- Planned Development Traditional Neighborhood Zone ("PD-TNZ Residential")
- Planned Development Traditional Neighborhood Zone ("PD-TNZ Resort")
- Open Space Zone
- Agricultural Zone

Utilizing these Planned Development Zones and the City's Planned Development approach provides a development structure which can:

- Creates active commercial nodes with a greater mix of land uses (vertically and horizontally) to generate tax revenue to support the growth and offset fiscal impacts
- Creates a broader mix and diversity of residential building types/price points in order to provide attainable housing options
- Creates a sense of community by focusing on form, design, architecture, and interconnectivity
- Creates pedestrian scaled walkable neighborhoods
- Enhances quality of life by reducing trip demand and infrastructure costs
- Clusters development to preserve significant natural features and meaningful open space
- Creates civic spaces offering a wide range of recreational amenities and community gathering locations
- Comprehensively plans the community's growth in order to maintain the welcoming, kind, and hospitable quality of life that makes this area so unique.

The proposed Zone Plan's Planned Development Commercial Zone ("PD-C"), Planned Development Traditional Neighborhood Zone ("PD-TNZ Residential") areas, Planned Development Traditional Neighborhood Zone ("PD-TNZ Resort"), Agriculture Zone, and Open Space zone further defined herein shall adhere to St. George City established codes as referenced or as specifically modified herein with regards to permitted land uses, the maximum density allocated in each Phase Area, development standards for each Planned Development Zone, and processing of PD Amendments, Preliminary Plat, Final Plat and Construction Drawings via St. George City's JUC and Development Services approval process.

A summary of the proposed densities for each of the phase areas of the Desert Color Community (which includes all former Atkinville Interchange Zone Plan Area lands) is outlined in the following table, 1-8 Desert Color Proposed Zone Plan Density Table.

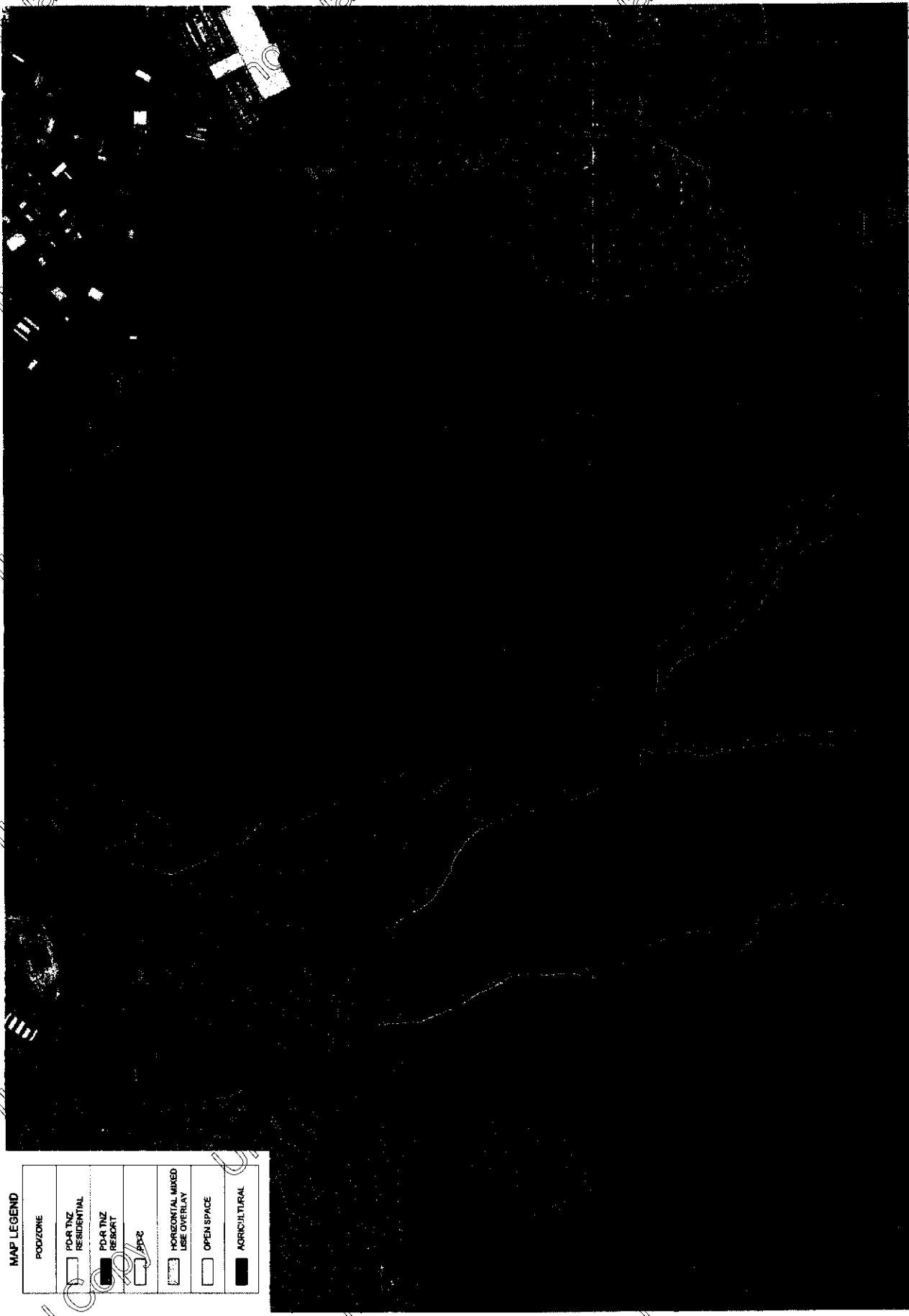


EXHIBIT 1-7A SOUTH PHASE AREA DESERT COLOR COMMUNITY ZONE PLAN

MAP LEGEND

POD/ZONE	
PDR TNZ RESIDENTIAL	
PDR TNZ RESORT	
APC	
HORIZONTAL MIXED USE OVERLAY	
OPEN SPACE	
AGRICULTURAL	

DESERT COLOR - ZONING PLAN

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EXHIBIT 17B RESERVED FOR FUTURE NORTH PHASE AREA DESERT COLOR COMMUNITY ZONE PLAN

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EXHIBIT 1-76 RESERVED FOR FUTURE EAST PHASE AREA DESERT COLOR COMMUNITY ZONE PLAN



1-8 DESERT COLOR PROPOSED ZONE PLAN DENSITY TABLE

South Phase Area	
PD - Commercial	190.05 AC
PD - TNZ Residential	875.03 AC
PD - TNZ Resort	147.88 AC
PD - C Agriculture-A-5	25.77 AC
Open Space	98.27 AC
Total Land	1,337.00 AC
South Area Total Density	5,918 DU's
North Phase Area	
PD - Commercial	56.90 AC
PD - TNZ Residential	388.78 AC
PD - TNZ Resort	66.28 AC
Open Space	379.04 AC
Total Land	891.00 AC
North Area Total Density	2,437 DU's
East Phase Area	
PD - Commercial	117.79 AC
PD - TNZ Residential	827.04 AC
Open Space	227.17 AC
Total Land	1,172.00 AC
East Phase Area Total Density	2,747 DU's
Overall Desert Color Community Density	11,102 DU's or 3.27 DU/Ac

The Desert Color Community's governing documents shall include previously approved General Plan and Amendments to the General Plan, this Zone Plan and Zone Map, and a Development Agreement outlining specific development rights and unique development standards for the Desert Color Community. The images, renderings, and typical site plans contained within this document are for illustrative purposes depicting the general architectural style, development pattern, or development details envisioned to be built within the Desert Color Community unless otherwise specifically noted.

Additional detailed site plans, architectural renderings, and material boards will be required and will be submitted to the City as an amendment to this Planned Development Zone Plan ("PD Amendment") for all proposed horizontal mixed-uses, commercial and attached residential structures in the PD-Commercial, PD TNZ-Residential and PD TNZ-Resort zones. The PD Amendment process may allow for the required preliminary plat(s) to be simultaneously submitted with the PD Amendment for review and approval by the Planning Commission and City Council. Construction drawings may also be prepared and submitted to JUC and Development Services simultaneous with the PD Amendment. Development Partner acknowledges the risks associated with the construction drawing preparation prior to Planning Commission and City Council approval. The Development Partner shall be permitted to simultaneously submit and process a PD Amendment application, preliminary plat and construction drawings for each phase of mixed-use, commercial and attached residential structures. Detached single family residential structures will follow the design guidelines as established and will not be required to be submitted for review as part of a PD Amendment.

1.6 PLANNED DEVELOPMENT COMMERCIAL ZONE ("PDC")

The area surrounding the southeast corner of the Atkinville Interchange is where mixed-use commercial, recreational and high density residential uses will be developed within a Town Center. The mixed-use Town Center area, with its convenient access to the community via I-15 and Southern Parkway, will become a destination location for retail, commercial, recreational, and hospitality uses serving the region and surrounding community. The Town Center is the location where the highest mix of uses and densities will be located within the Desert Color Community.

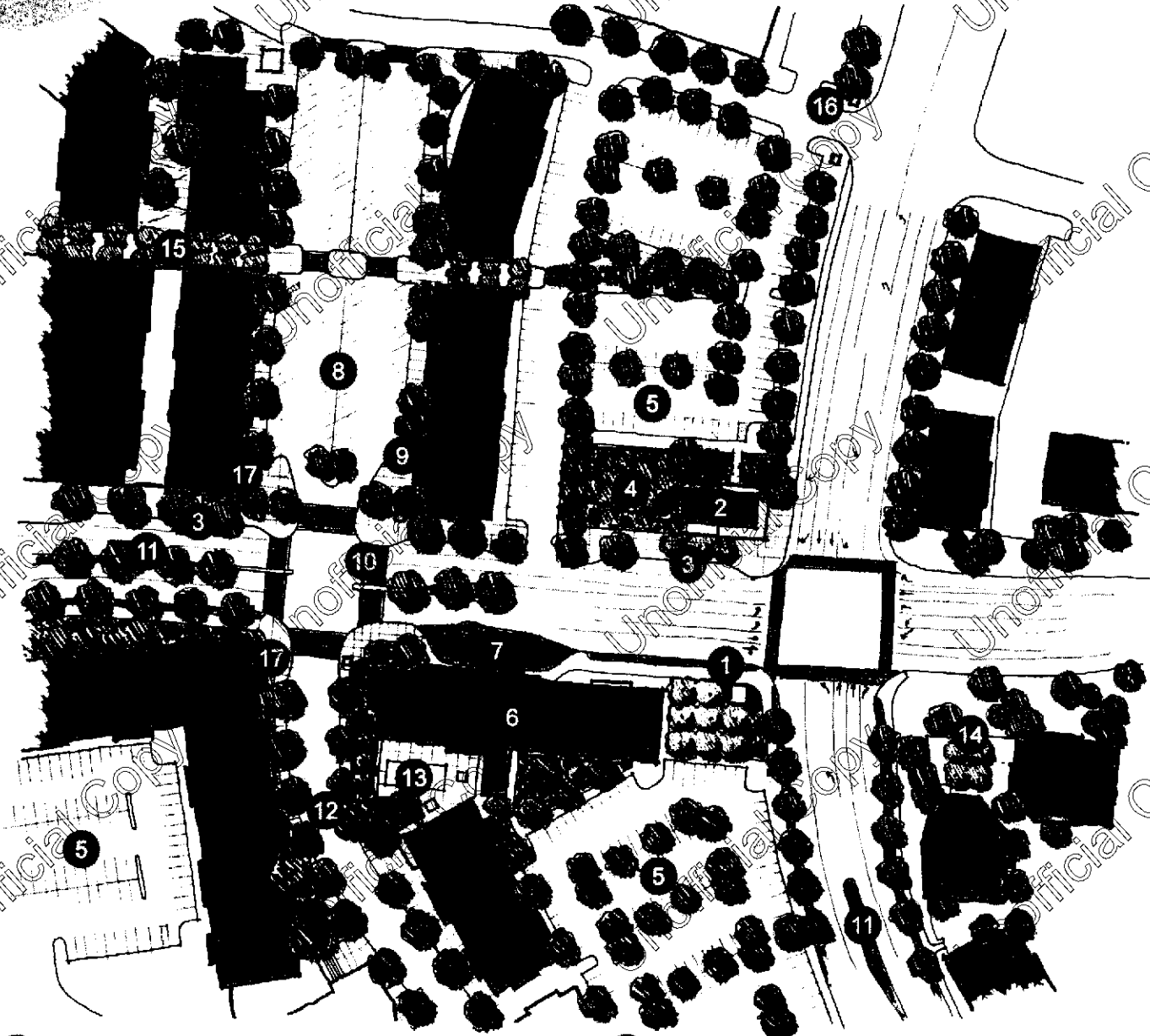
Integrating a diverse mix of uses within the Town Center will have a compounding value-add affect that is critical to establishing a core mass of commercial tenants and creating a sense of place. By incorporating the mixed-use approach, service providers, commercial tenants, and recreation or experiential providers can serve both the surrounding residents and transient guests. Combining transient and mixed residential and commercial uses within the Town Center also allows for commercial services to be built more quickly than they would traditionally be developed (waiting for enough rooftops to be built within a given range to justify or support commercial uses). The Town Center design will also be conveniently accessible to the surrounding residential neighborhoods by both vehicular roadways and pedestrian trails.

The Town Center is where the highest level of and mix of uses are anticipated. Both vertical mixed-use (such as office and residential uses over ground floor retail uses) and horizontal mixed-use (such as retail, office, residential and recreational located side by side). The Town Center is also where a wide range of corporate office buildings, employment centers, institutional uses, civic and destination recreational uses will be located. This creates a dynamic lifestyle-centric Town Center, integrating life, work, education, and recreation together and within close proximity. The mixed-use development pattern shall be configured to provide easy access to and from the neighborhoods it serves. The design of any building within this mixed-use area shall be a "360-degree" design, i.e., every elevation of a building shall be architecturally "finished" to a similar degree. Likewise, all (attached and detached) structures within the mixed-use areas shall be architecturally compatible, in the form of similar building materials, color, massing, scale and design details.



1-9 PLANNED DEVELOPMENT CORE COMMERCIAL "PDC" CHARACTER SKETCH

1-10 TYPICAL PLANNED DEVELOPMENT COMMERCIAL "PD-C" AND MIXED USE SITE PLAN



- 1 Commercial Entry Monument with Plaza Landscaping
- 2 Utah Welcome Center Building
- 3 Welcome Center Drop-off
- 4 Welcome Center Green
- 5 Parking located behind buildings
- 6 Hotel
- 7 Hotel Drop-off
- 8 Parking Lot with Angled Retail Parking
- 9 Retail "Main Street" (enhanced paving and site furnishings)
- 10 Enhanced Paving at Crosswalks
- 11 Landscaped Median
- 12 Drive Aisle w/Parallel Parking with site furnishings and pedestrian scale lighting
- 13 Hotel Pool and Patio Area
- 14 Restaurant Plaza w/landscaping and Site Furnishings
- 15 Pedestrian Mid-block Corridor Landscaping and Site Furnishings
- 16 Secondary Monumentation
- 17 Project Signage/Development Branding Element

There shall also be a master circulation plan with common parking lots, open spaces, plazas and a consistent landscape theme throughout the mixed-use areas. Isolated structures with perimeter privacy walls will not be permitted.

Due to the size and scope of the Desert Color Community, several additional smaller sub neighborhood mixed-use commercial centers may also be built throughout the community. The sub neighborhood mixed-use commercial center is where a variety of goods and services uses are intended to serve the daily needs of the local neighborhood or specific destination recreational sports related center may be located. The mix of uses in these sub neighborhood mixed use commercial centers will be developed by the same PD-C standards and regulations but are intended to be less intense.

The PD-C zone uses shall be permitted outlined in Section 2.0 - Plan Description and shall be developed in accordance with the regulations as established in Section 4.0 - Planned Development Commercial. Residential uses are allowed in the PD-C Zone in vertical mixed use building when the ground floor area of the building contains commercial/retail uses except as noted herein. Vertically mixed-use buildings must meet the parking requirements for the proposed residential uses and ground floor commercial or retail use parking requirements. Portions of the mixed-use town center where primary residential uses may be allowed in the PD-C zone without any commercial or retail ground floor area requirement shall be permitted in the Horizontal Mixed-Use Overlay areas as depicted on Exhibit 1-7A Proposed South Area Desert Color Community Zone Plan. Changing lands classified as PD-C Zone to a primary residential use zone (Horizontal Mixed-Use Overlay, PD-TNZ Residential or PD-TNZ-Resort) will require PD Amendment approval. All attached and detached structures must be submitted as a PD amendment.

1.7 PLANNED DEVELOPMENT TRADITIONAL NEIGHBORHOOD ZONE - RESIDENTIAL "PD-TNZ RESIDENTIAL"

The residential neighborhood pattern of development shall adhere to Chapter 8B Traditional Neighborhood Zone ("TNZ") or as modified herein. The TNZ residential neighborhoods utilize two transects from the Form Based Code, Transect "T3"- Neighborhood Edge ("NE") and Transect "T4"- Neighborhood General ("NG"). The desired development form shall be emphasized and of primary concern in each TNZ neighborhood while strict use or density conditions shall be of secondary consideration.

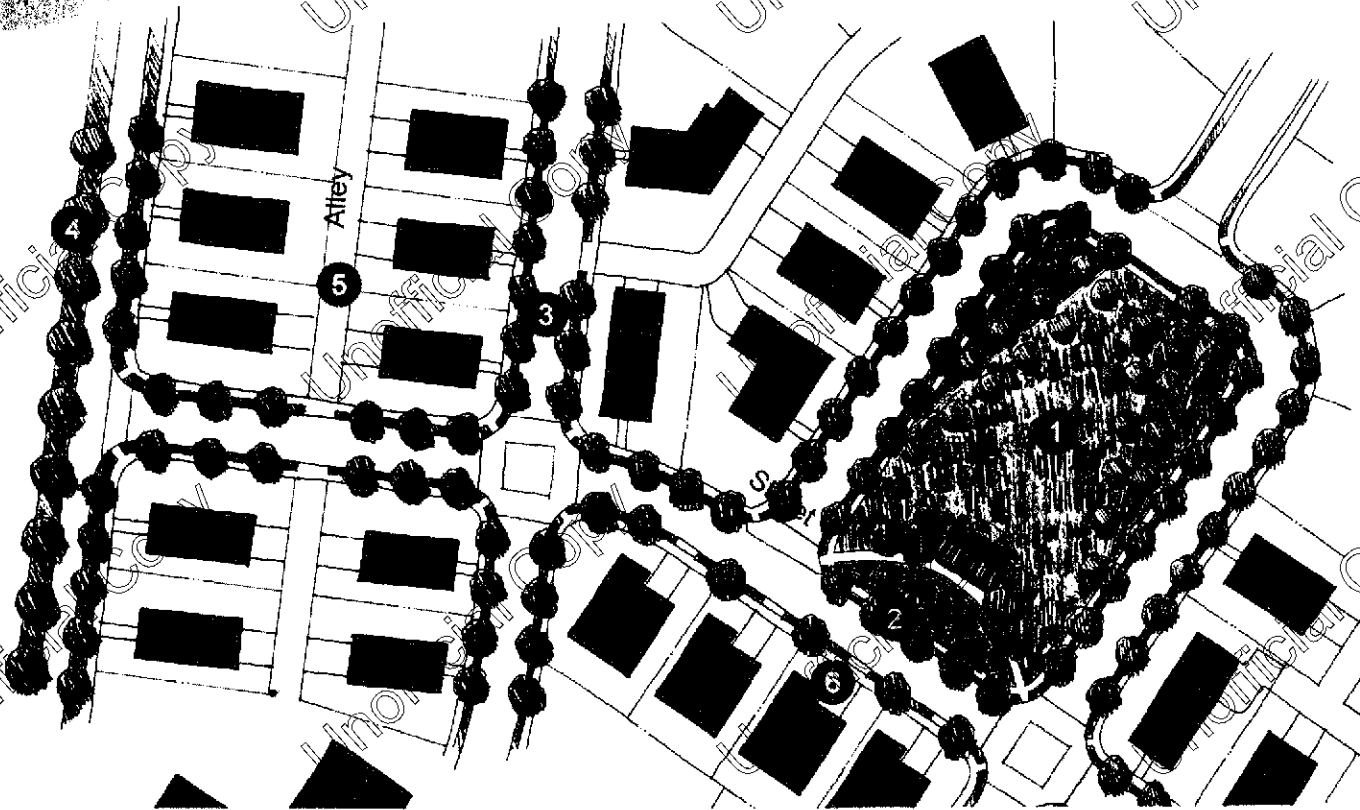
There are five (5) Residential Neighborhoods planned within the Desert Color Community. Each neighborhood will possess its own unique character and will be comprised of several development pods. The development pods may contain one or a combination of both the NG and NE uses to provide for a greater mix of residential densities and product types. All residential neighborhoods will be interconnected by a series of civic spaces (parks, open spaces, trails, or amenities) that encourage pedestrian activity and alternative modes of access to each neighborhood and commercial areas.

The residential neighborhoods will contain uses as outlined in Section 2.0 - Land Uses and be developed in accordance with NG and NE standards and regulations as established in Section 3.0 - Planned Development - Traditional Neighborhood Zone.

The Neighborhood Edge ("NE") portion within any particular development pod will generally surround the NG areas and shall contain NE residential building forms that are less dense in nature. Characteristics of the NE zone include:

- Principally detached single family residential
- Limited amount of duplex and courtyard bungalows
- Larger lots with setbacks on all sides
- Building frontage includes porches and front yards
- Streetscape includes regular aligned shade trees in wide planter strips between sidewalk and back of curb
- Scale and appearance is typical of single family residences

1-11 TYPICAL TNZ RESIDENTIAL - NEIGHBORHOOD EDGE (TNZ-NE) SITE PLAN



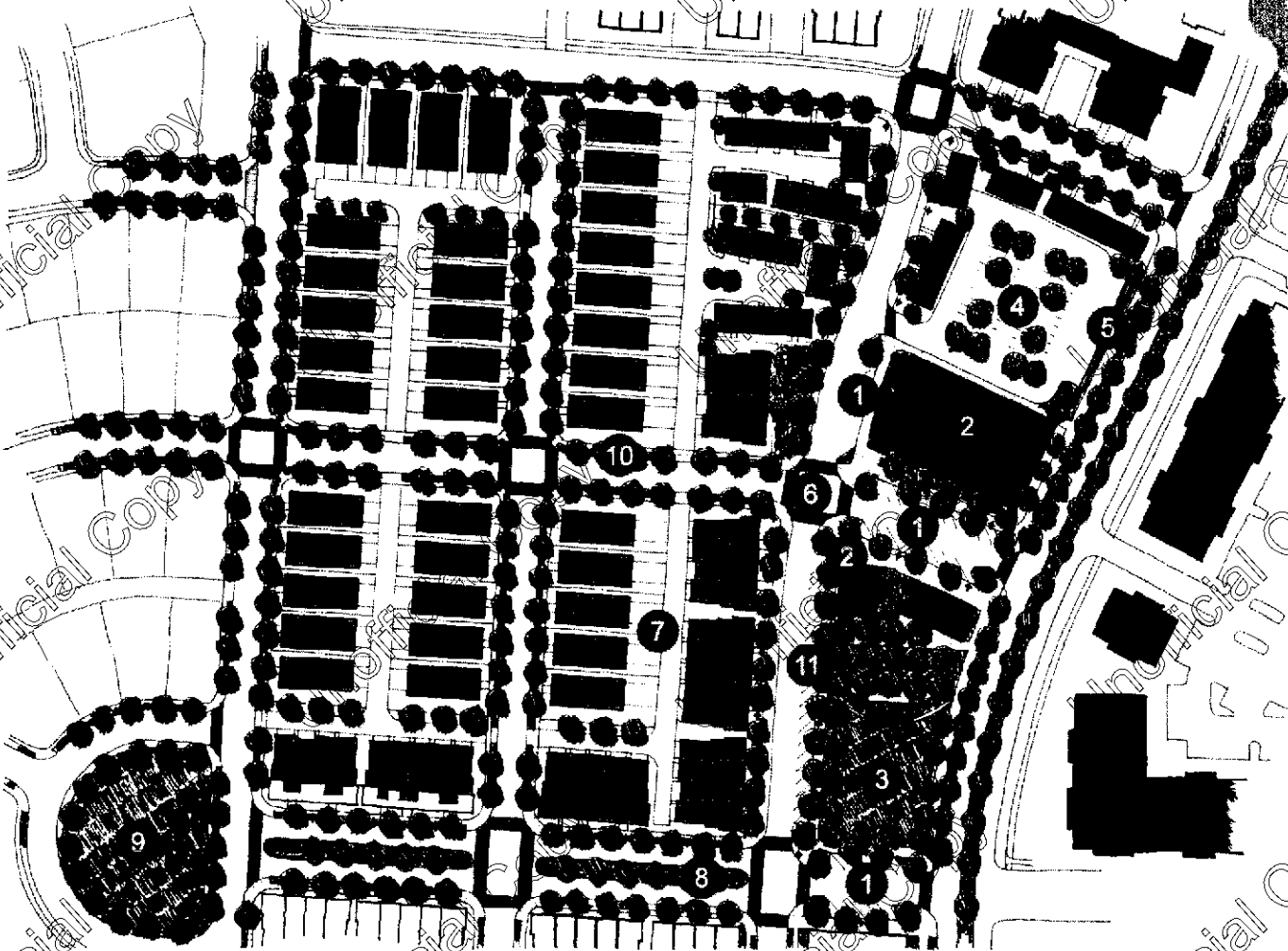
- 1 Civic Space (Square)
- 2 Desert Landscaping in Non-Recreational Playing Surfaces
- 3 Street Trees In Parkstrip
- 4 Landscaped Road Median
- 5 Alley Loaded Residential Product
- 6 Front Loaded Residential Product

The Neighborhood General ("NG") portion of any particular development pod may contain a central hub, usually where the greatest mix of commercial uses, civic space(s), or recreational uses are located. This central hub will typically be surrounded by a mix of NG approved building forms which are more dense and diverse. Characteristics of the NG zone include:

- Highest density per acre in the development pod with both attached and detached building forms
- Multi-family and non-residential uses are permitted but shall blend into the neighborhood
- Residences situated on smaller narrow lots with shallow setbacks
- Narrow lots generally accessed from the back of the lot by alley ways
- Diversity of building frontage include front yards, paseos, porches, door yards, forecourts, stoops, and shop fronts
- Parking lots are located to the side or rear of building for commercial uses
- Streetscape includes regular aligned shade trees in wide planter strips between sidewalk and back of curb

In the Neighborhood General zone, to encourage a diverse mix of attainable residential product types, three (3) different building forms must be included at a minimum. However, the single family building form shall account for at least 25% of the total number of units in any Neighborhood General Zone development pod and shall be

1-12 TYPICAL TNZ RESIDENTIAL NEIGHBORHOOD GENERAL (TNZ-NG) SITE PLAN



- 1 On-Street Angled Parking serving civic or commercial uses.
- 2 Neighborhood Commercial Center:
 - Pedestrian Scale Light Fixtures
 - Site Furnishings - benches, litter receptacles, bike racks, pet stations
 - Pots with Annuals and Ornamental Grasses for pedestrian visual comfort
 - Neighborhood-oriented uses and services
- 3 Neighborhood Village Park
- 4 Parking for Neighborhood Commercial behind building
- 5 Landscape berm or masonry wall to screen Parking Lot along public road
- 6 Enhanced Paving at crosswalks
- 7 Alley accessed townhomes and single-family detached homes
- 8 Landscaped Median and parkstrip to encourage pedestrian use
- 9 Residential Neighborhood Park
- 10 Desert Plantings and Street Trees in Parkstrips
- 11 Golf Cart Parking

the predominant (minimum 50%) building form used in any overall neighborhood combination of TNZ-NE and TNZ-NG zones. Single family lot building forms shall mean a stand-alone structure separated within its own defined lot and shall not include condominium pads, townhomes, or multi-family building forms which are all attached residences. A chart outlining the number of dwelling units for each building form type shall be submitted with each preliminary plat showing the number of units by building form type included within the preliminary plat being submitted and a cumulative number of units by building type for each neighborhood.

Civic spaces designated within the development pods shall be decentralized to provide greater access to more residents within each development pod and neighborhood. Where possible, civic spaces should be located no farther than eight-hundred (800)' from each residential unit. Worship sites and school locations to provide K-12 public education will also be carefully distributed throughout the neighborhoods to encourage healthy lifestyles for children and lessen dependence on bus transportation services. In addition, sites for private or charter schools and a potential site for higher education will be provided where needed. Civic spaces, worship sites, and schools are allowed uses in the TNZ-Residential zones and will be located within the neighborhood development pods as they are developed. Each development pod in a residential neighborhood shall be zoned PD-TNZ and may be developed in whole or part as either NG or NE and will be designated on each preliminary and final plat. The densities as outlined on Exhibit 1-8 Desert Color Proposed Zone Plan Density Table for each Phase Area may be transferred from one planning area to another as long as the maximum density within the overall Desert Color Community is not exceeded and the conditions related to the transfer of density from one Phase Area to another as established in the Development Agreement are met.

The development standards for PD-TNZ Residential zoned areas shall adhere to the Architectural Styles as established in Section 5.0, Streetscape and Landscape Standards as established in Section 6.0 and Signage and the Lighting Standards as established in Section 7.0.

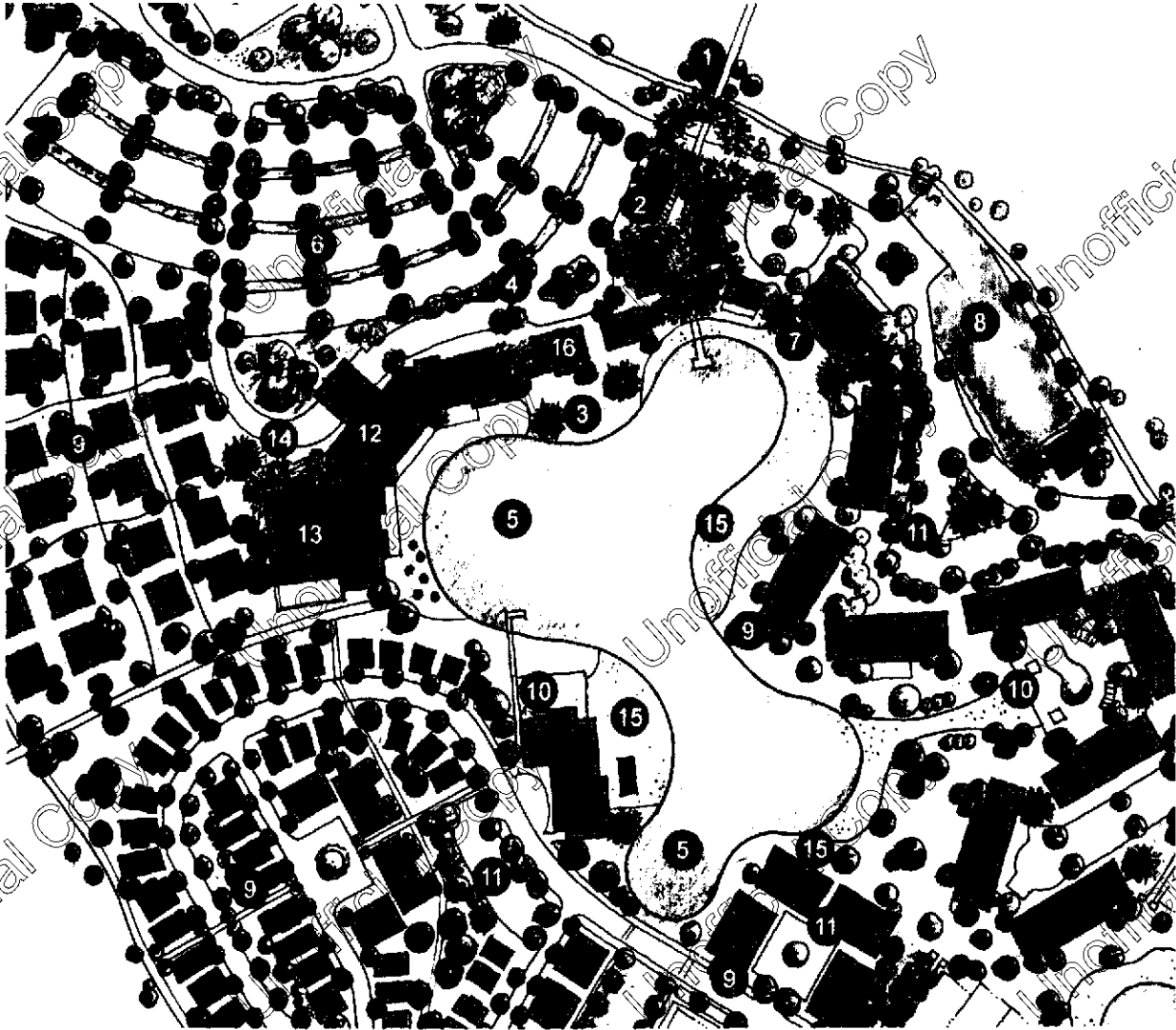
As development progresses, each development pod in a particular neighborhood will be submitted to the City in one or several preliminary plats illustrating further where the NG and NE uses will be located along with any commercial, civic or recreational amenities. Additional detailed site plans, architectural renderings and material boards for all commercial or attached residential structures proposed within a PD-TNZ-Residential development pod will be prepared and submitted to the city as part of the typical PD Amendment and plat process. Detached single family residential structures will follow the design guidelines as established herein and will not be required to be submitted for review as part of a PD Amendment.

1.8 PLANNED DEVELOPMENT TRADITIONAL NEIGHBORHOOD ZONE - RESORT ("PD TNZ-RESORT")

The areas proposed within the Desert Color Community designated as Planned Development Traditional Neighborhood Zone-Resort ("PD TNZ-Resort") is where a mix of primary residential and secondary residential, vacation rentals, hotels, and other hospitality-oriented uses may be located. The PD TNZ Resort neighborhood pattern of development shall adhere to Chapter 8B Traditional Neighborhood Zone ("TNZ") or as modified herein and shall be designated where short term residential rental properties are permitted as outlined in St. George City Ordinance 1014-2-Short Term Leases of Residential Properties or as amended. All PD TNZ-Resort zone area's CC&R's and plats shall include a note indicating that short term residential rental properties are permitted and will be administered through a qualified nightly rental management company or qualified hotel operator who has acquired all necessary business licenses to conduct business as a nightly rental management or hotel management company and approved by the City.

The TNZ resort neighborhoods may utilize either transects from the Form Based Code, Transect "T3" - Neighborhood Edge ("NE") and Transect "T4" - Neighborhood General ("NG"). The desired development form shall be emphasized and of primary concern in each TNZ Resort neighborhood while strict use or density conditions shall be of secondary consideration. In the TNZ Resort Neighborhood General Zone ("TNZ Resort NG"), to encourage a diverse mix of resort residential product types, three (3) different building forms must be at a minimum with the single family lot building forms shall account for at least fifteen percent (15%) of the total number of units in any TNZ-Resort neighborhood. Single family lot building forms shall mean a stand-alone structure separated within its own defined lot and shall not include condominium pads, townhomes, or multi-family building forms which are all attached residences.

1-13 TYPICAL TNZ-RESORT SITE PLAN



- | | |
|--|------------------------------------|
| 1 Pedestrian bridge to/from commercial center | 10 Resort parcel amenity |
| 2 Landscaped pedestrian plaza lined with retail, food and beverage | 11 Resort parcel parking |
| 3 Public beach with public access to lagoon | 12 Hotel/Condominium |
| 4 Public dropoff and service access | 13 Convention Center |
| 5 Four acre lagoon | 14 Hotel/Condominium dropoff |
| 6 Public and resort parking | 15 Private beach and lagoon access |
| 7 Boutique hotel | 16 Retail, food and beverage |
| 8 Game lawn and overflow parking | |
| 9 Resort parcel | |

A chart outlining the number of dwelling units for each building form type shall be submitted with each preliminary plat showing the number of units by building form type included within the preliminary plat being submitted and a cumulative number of units by building type for each resort neighborhood.

Each PD TNZ-Resort neighborhood will be anchored by a central prominent recreation amenity, lagoon or civic space and shall be sized to meet the requirements for PD Residential as established in Ordinance 10-8-5 Section (K), Short Term Lease of Residential Properties Ordinance 10-14-21 and the Civic Space size requirement for any portion of the PD TNZ-Resort area which is developed as NG. The size of the recreational amenities shall apply to both of these regulations cumulatively. The time line to complete the recreational amenities shall be completed by the time line established in the TNZ-NG regulations for Civic Space(s).

The TNZ-Resort zone may use public or private roadways and will contain uses as established in Section 3.0-Neighborhood General (NG) and be developed in accordance with the Architectural Styles as established in Section 5.0, Streetscape and Landscape Standards as established in Section 6.0 and Signage and Lighting Standards as established in Section 7.0.

1.9 OPEN SPACE ZONE

Desert Color Community's open space and park network will include Nature Preserves, Natural Open Space and Natural Parks, Civic Space(s) and lands dedicated to the city for Public Parks. The hierarchy of these open space area will have varying degrees of public access and types of recreational facilities.

- Nature Preserve Lands - are areas containing significant concentrations of unique or rare plant species. These area are intended to have limited access but may include passive recreational amenities such as trails with interpretive signage, shade structures, seating areas, and a trail head parking area.
- Natural Open Space and Natural Parks- are areas generally native open space areas with natural vegetation with unrestricted access. These lands are generally not suitable for development or contain steep slopes, are within jurisdictional washes or drainage corridors, or are visually significant or contain unique landforms that distinctly contribute to the identity of the Desert Color Community. Natural Open Space and Natural Park areas may include amenities such as pedestrian and bicycle trails, shade structures, seating areas, platforms at viewpoints, interpretive signage, and/or fitness trail apparatus.
- Civic Space - are areas where fully developed parkland or a mixture of developed parkland and Natural Open Space areas are combined together. Civic Space areas are defined in Section 3.6 and may include parks, greens, and squares. Each civic space may include a variety of recreational uses and amenities including but not limited to multi-purpose fields, recreational lagoons and ponds, active and passive recreational facilities, sport courts, clubhouses, trails, etc. Civic Space(s) are permitted to be located within the Planned Development PD TNZ-Residential and PD TNZ-Resort zones and shall be designated as each development pod is further designed.

1.10 AGRICULTURAL ZONE A-5

The Agricultural Zone shall adhere to the established St. George City Agricultural Zone Chapter 5 Ordinance A-5 standards and regulations and include Community Supported Agriculture garden as a permitted uses.

1.11 PROJECT PLAN IMPLEMENTATION

The Desert Color Community Project Plan is being approved by St. George City as a mixed-use master planned development in accordance with the Project Plan, Development Agreement and applicable city ordinances. All uses set forth in this Project Plan for a particular zone shall be considered allowable uses. No amendments to the Project Plan or any other zoning plan applications shall be required to implement any such uses as depicted herein. Additional PD amendments relating to the final site plans and architectural character for all commercial and attached residential structures shall be submitted along with their preliminary plat where required.

Notwithstanding the foregoing, for any residential product type contemplated by the Project Plan, Developer shall be entitled to obtain from City model home building permit(s) for duplex, townhouse and fourplex building forms as established in the Development Agreement. Prior to the city issuing a model home building permit, a 20' wide drivable surface and sufficient water source with fire hydrant shall be constructed to allow for fire protection and emergency access and approved by the Fire Marshall.

1.12 SECONDARY ACCESS

The Desert Color Community's initial primary point of access off of the Southern Parkway will be via Black Mountain Road and an extension of Astragalus Drive. A secondary point of access for fire and emergency access purposes will need to be constructed to provide an additional access point prior to 2,501 residential building permits being issued on the southwest side of Atkinville Wash. The West Spine Road or a second access point (right in and right out access lanes at a minimum) providing a second access via Southern Parkway are acceptable secondary access points of entry/exit serving the South Area.

1.13 PROJECT PLAN MODIFICATION

The Project Plan anticipates minor variations may be needed. To the extent the minor changes are generally consistent with this Project Plan, they may be approved by the Planning and Zoning Manager. Examples of such minor modifications shall include, without limitation, the following:

- Modification to the roadway alignments, provided there is no change in roadway classification or construction standards and
- Modification to the location of private amenities including civic spaces, local parks, recreational amenities and local project trails.

1.14 LAND and TRAIL DONATION FOR PUBLIC USES

To assist the City in providing for public facilities and parks that benefit Desert Color Community and the greater St. George City, the Developer will donate land to St. George City without any compensation or impact fee credit consideration. The Project Plan illustrates areas where such land(s) shall be donated to St. George City by the Development Partner. See Exhibit 1-14- Public Facility Land Donation for approximate location of land donation sites. The Development Agreement establishes specific land sizes being donated for each site, the time line for each donation and use restrictions for each land donation. The city and the developer recognize that additional lands may be needed for public facilities and parks and will work with one another to locate these uses in the appropriate location as the development is built out. It is also understood by the City and the Developer that any additional lands needed for parks lands is not required to be donated by the Developer to the city.

The developer will also build, own and maintain certain regional trails with unrestricted public access ("Private Regional Trails with Public Access") which run through the development and connect the Desert Color Community public facilities and parks to the greater St. George City Regional Trail System. The Private Regional Trails with Public Access will be built per the trail section as outlined in Section 3.9 and will allow golf carts use. See Exhibit 1-16 Private Regional Trails with Public Access Exhibit for location of Regional Trails.

1.15 TEMPORARY MINERAL EXTRACTION SITES

This Project Plan shall entitle the Development Partner to excavate, crush, sort and store aggregate materials at the locations shown on Exhibit 1-15 Mineral Extraction Exhibit as mass grading permits. All temporary mineral extraction activities shall be conducted in compliance with applicable laws, and provided further that such materials may only be used to construct improvements within the Project, and may not be sold commercially for other projects. These mineral extraction sites may be utilized in a phased approach as material is needed. However, all mineral extraction activities must be completed prior to the first building permit being issued for any residential lot or commercial use as outlined in the Development Agreement.

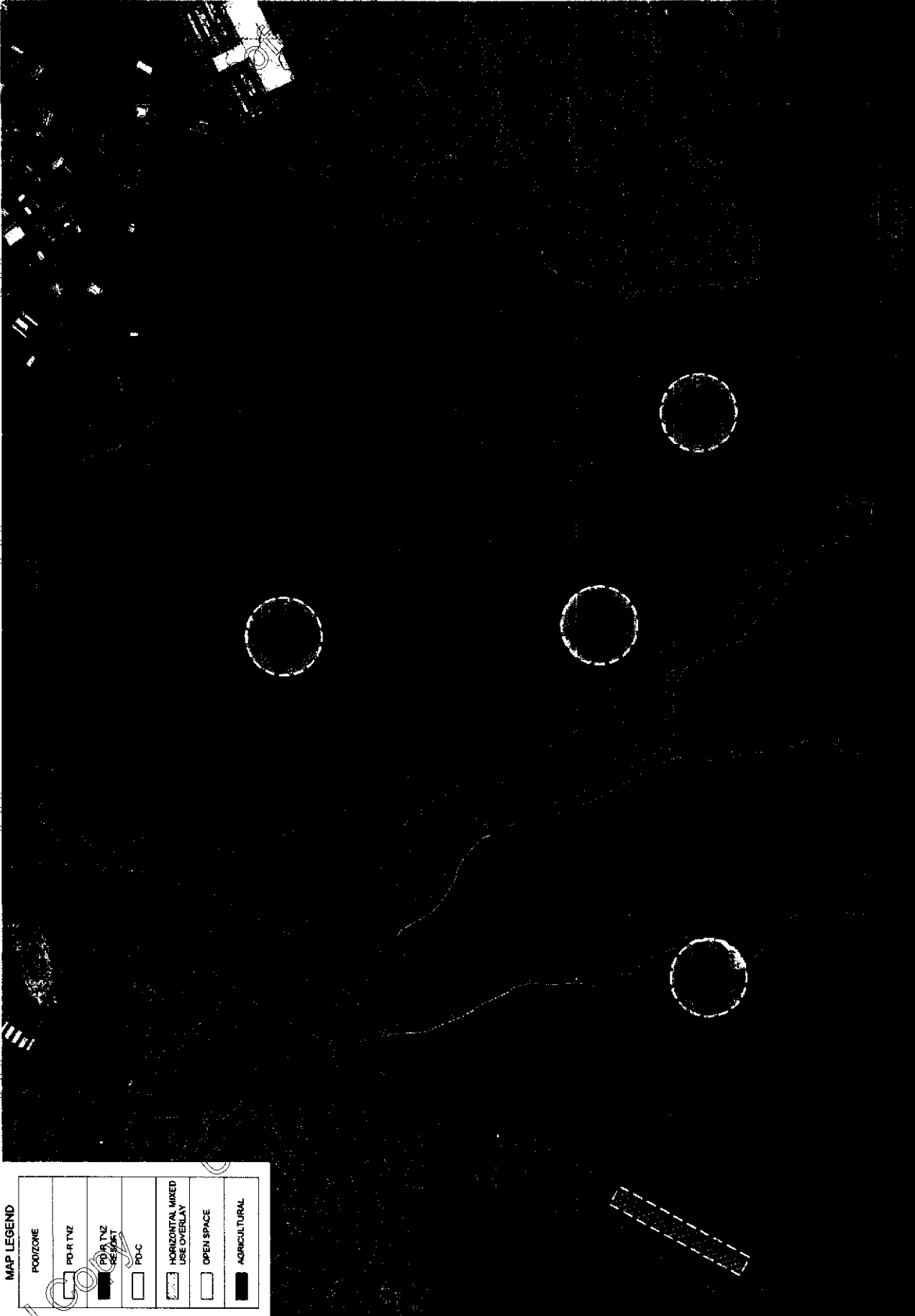


EXHIBIT 14 PUBLIC FACILITY LAND DONATION

MAP LEGEND

PODIZONE	[White box]
PD-R TZ	[White box]
PD-A TZ SUPPORT	[Black box]
PD-C	[White box]
HORIZONTAL MIXED USE OVERLAY	[White box]
OPEN SPACE	[White box]
AGRICULTURAL	[Black box]

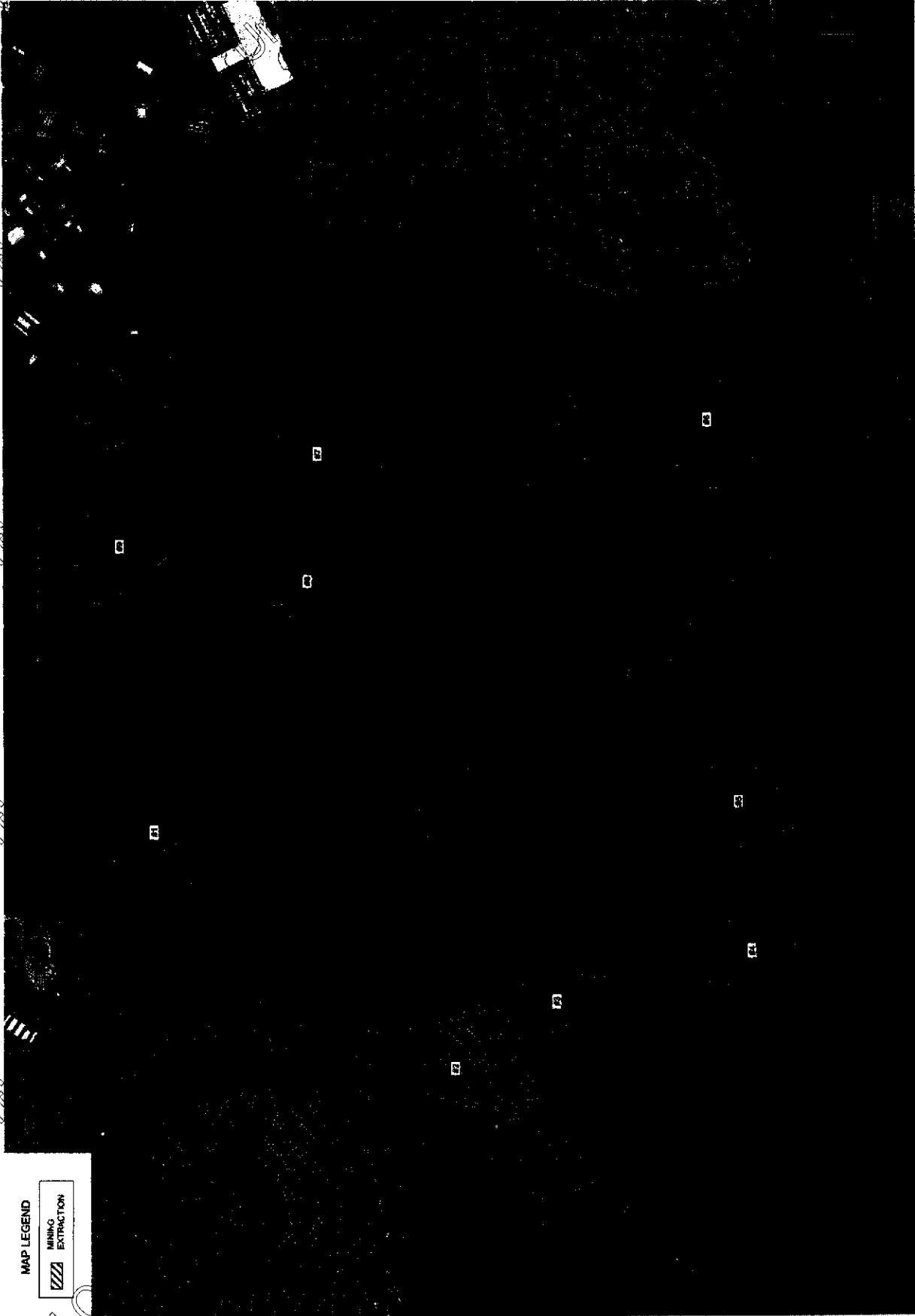


EXHIBIT 1-15 MINERAL EXTRACTION LOCATION EXHIBIT

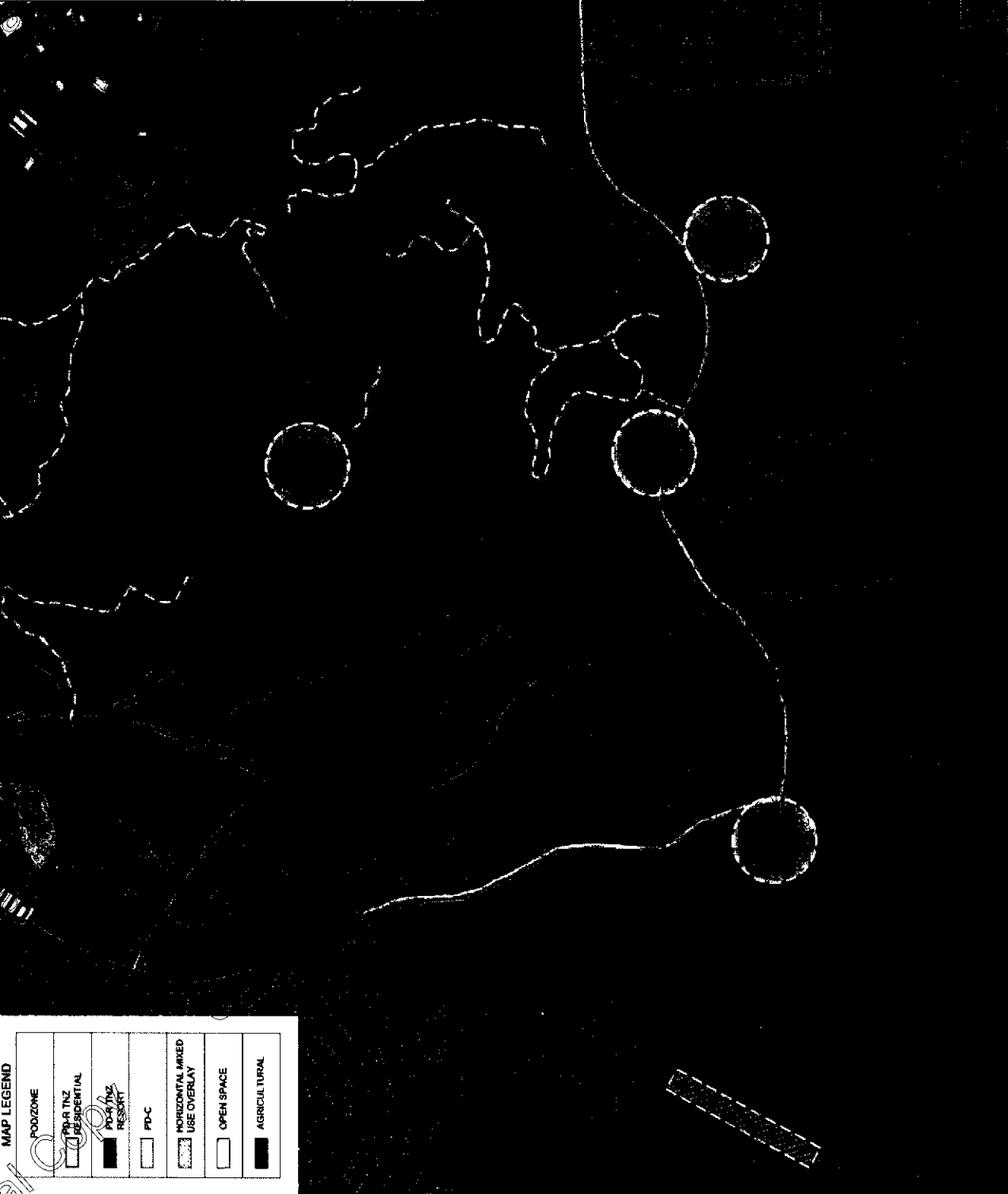
MAP LEGEND

MINING
EXTRACTION



DESERT COLOR - ZONING PLAN

TRAIL LEGEND
MIER PURPOSE TRAILS INCLUDING GOLF CART
PROPOSED PRIVATE REGIONAL TRAILS (WITH PUBLIC ACCESS) TO BE BUILT BY PROJECT
PROPOSED PRIVATE MULTI-USE TRAILS ALONG ROADSIDE (WITH PUBLIC ACCESS)
PROPOSED PRIVATE MULTI-USE TRAILS PAVED (WITH NO PUBLIC ACCESS)
GOLF CART CROSSING PUBLIC STREETS
TRAIL LEGEND
PROJECT TRAILS WITHOUT GOLF CARTS
EXISTING MULTI-USE PAVED TRAIL/SIDEWALK
PROPOSED MULTI-USE PAVED TRAIL/SIDEWALK
PROPOSED PUBLIC REGIONAL TRAILS (BY OTHERS)
PROPOSED PRIVATE NATURAL SURFACE TRAIL



MAP LEGEND
POD ZONE
PD-R TNZ RESIDENTIAL
PD-M TNZ RESORT
PD-C
HORIZONTAL MIXED USE OVERLAY
OPEN SPACE
AGRICULTURAL

EXHIBIT 1 TO A TRAILS MASTERPLAN

TRAIL LEGEND

---	MULTI-PURPOSE TRAILS INCLUDING GOLF CART
---	PROPOSED PRIVATE REGIONAL TRAILS (WITH PUBLIC ACCESS) TO BE BUILT BY PROJECT
---	PROPOSED PRIVATE MULTI-USE TRAILS ALONG ROADSIDE (WITH PUBLIC ACCESS)
---	PROPOSED PRIVATE MULTI-USE TRAILS PAVED (WITH NO PUBLIC ACCESS)
---	GOLF CART CROSSING PUBLIC STREETS

MAP LEGEND

---	POD ZONE
---	POD-R (RZ)
---	RESIDENTIAL
---	POD-T (RZ)
---	RESORT
---	PO-C
---	HORIZONTAL MIXED USE OVERLAY
---	OPEN SPACE
---	AGRICULTURAL

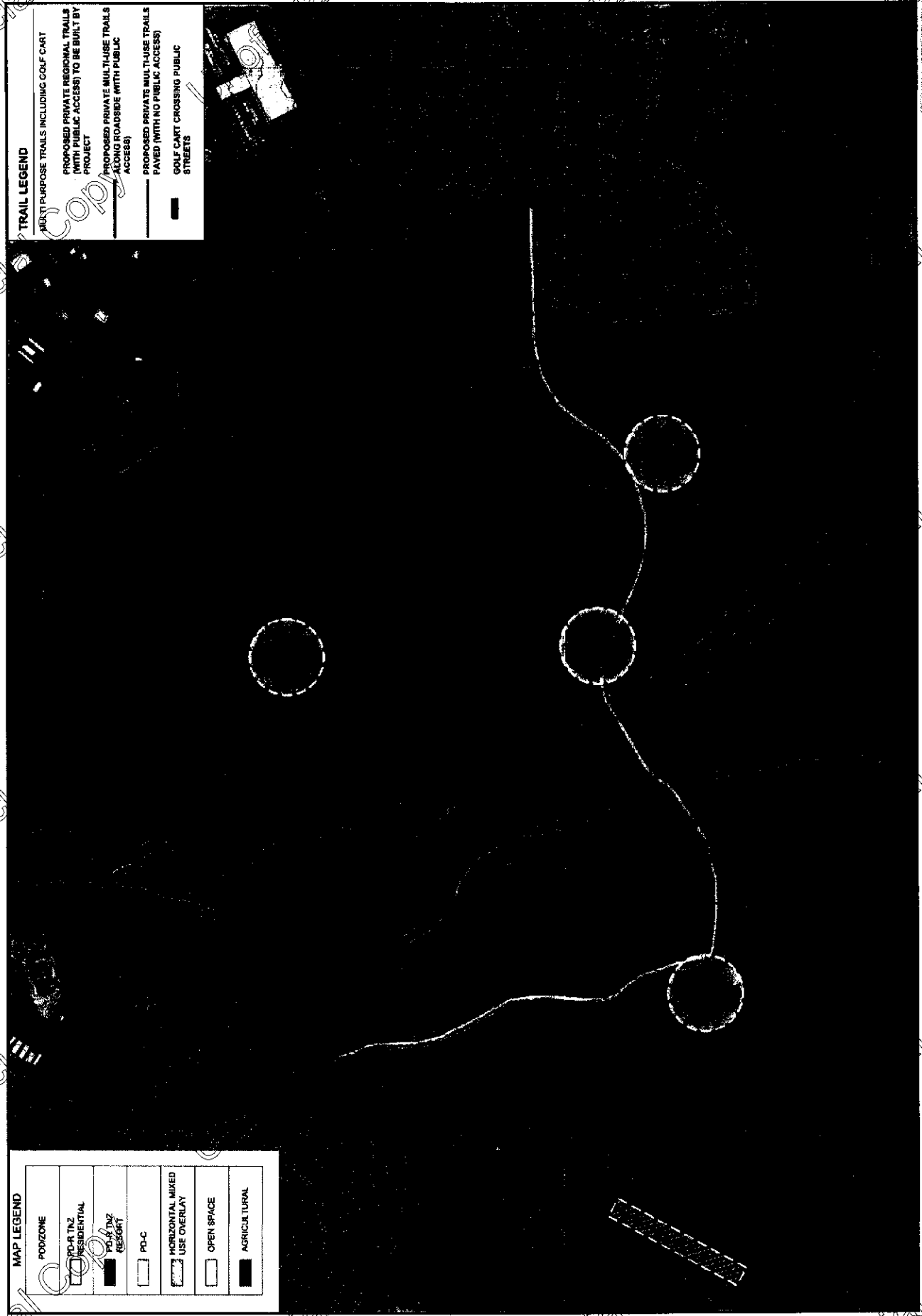


EXHIBIT 1-16B TRAILS MASTERPLAN WITH GOLF CART ACCESS

DESERT COLOR - ZONING PLAN

TRAIL LEGEND

	PROJECT TRAILS WITHOUT GOLF CARTS
	EXISTING MULTI-USE PAVED TRAIL/SIDEWALK
	PROPOSED MULTI-USE PAVED TRAIL/SIDEWALK
	PROPOSED PUBLIC REGIONAL TRAILS (BY OTHERS)
	PROPOSED PRIVATE NATURAL SURFACE TRAIL

MAP LEGEND

	PODIZONE
	RD-R TNZ RESIDENTIAL
	RD-M TNZ RESORT
	PD-C
	HORIZONTAL MIXED USE OVERLAY
	OPEN SPACE
	AGRICULTURAL

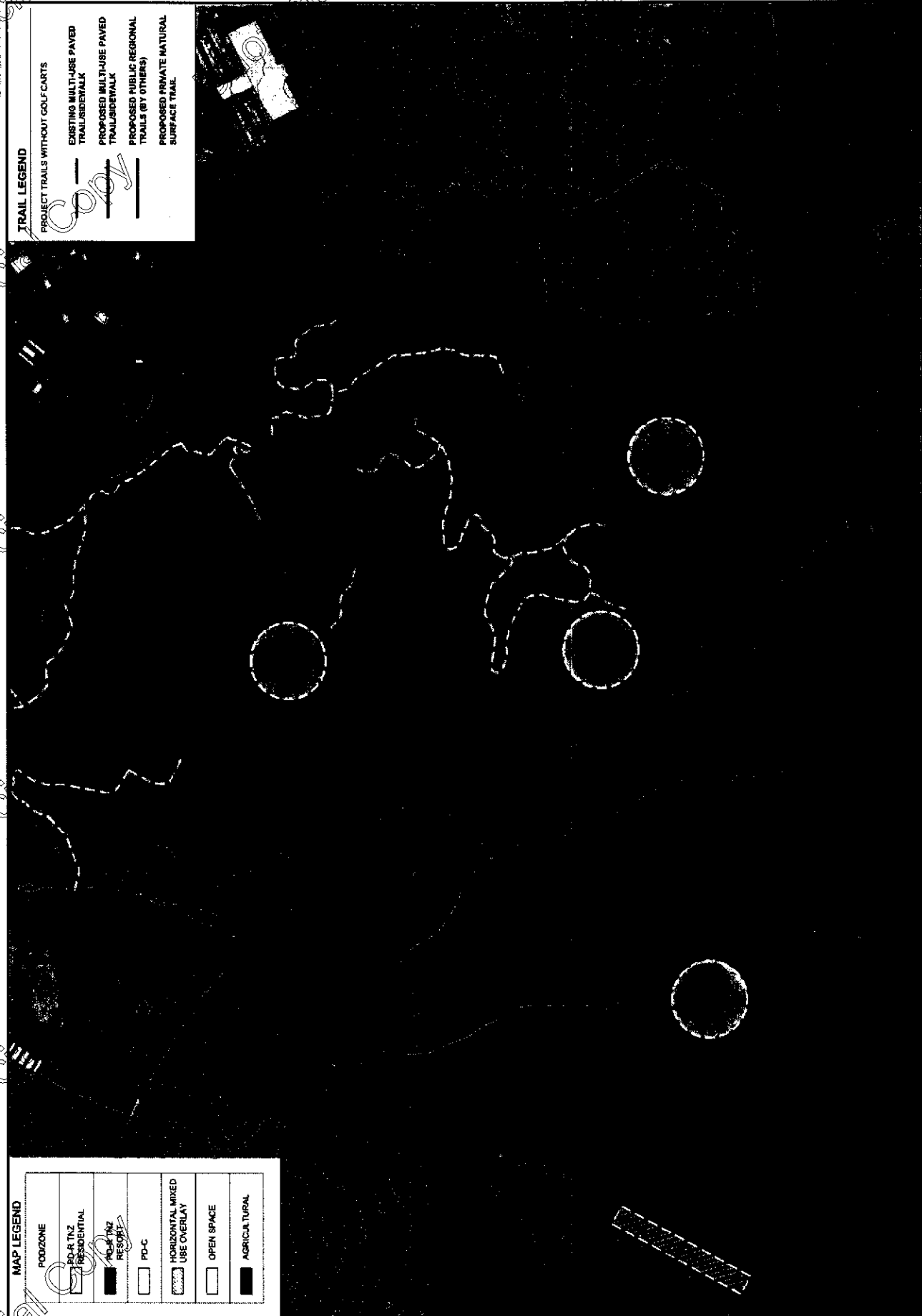


EXHIBIT 1-16C TRAILS MASTER PLAN WITHOUT GOLF CART ACCESS

2.0 PLAN DESCRIPTION

P - Permitted
 N - Not Permitted

2-1 PERMITTED USE MATRIX

Land Use	NG-Resort	NG-Res.	NE-Res.	PD-C
		Land Use District		
	Resort	Residential	Residential	Commercial and Mixed Use
Alcohol Establishments (including the following and similar uses)				
Bar, beer parlor, tavern, lounge, sale of draft beer	P	N	N	P
Liquor store	P	P	N	P
Microbrewery with restaurant	P	N	N	P
Nightclub, dance hall (with alcohol)	P	N	N	P
Ambulance Service	N	N	N	P
Amusement centers, recreation and entertainment facilities, (indoor):				
Small scale	P	N	N	P
Large scale	P	N	N	P
Indoor entertainment activities such as paintball, miniature golf, arcade	P	N	N	P
Indoor shooting range (see subsection 10-10-5L of this chapter for additional information)	N	N	N	P
Nightclub, dance hall (without alcohol)	P	N	N	P
Outdoor entertainment activities	P	P	N	P
Animal services:				
Small scale: Animal boarding/care for small animals only and boarded for less than 30 days a year, provided conducted completely within enclosed building	N	N	N	P
Automobile and vehicle services:				
Automobile parts sales (new parts only)	N	N	N	P
Automobile rental (vehicles up to 26' in length)	P	N	N	P
**Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work, provided conducted within completely enclosed building	N	N	N	P
Car wash, recirculating water system manual or auto spray	N	N	N	P
Tire sales and service	N	N	N	P
Financial, Medical and Professional Services	P	P	N	P
Lodging, temporary:				
Bed and breakfast	P	N	N	P
Hotel/motel	P	N	N	P
RV parks, long and short term	N	N	N	P
Timeshare units	P	N	N	P
**Light Manufacturing	N	N	N	P
Hospitals	N	N	N	P

2-2 PERMITTED USE MATRIX (CONT.)

	NG-Resort	NG Res.	NE Res.	PD-C
Hospital, medical care facilities, dentist offices, clinics	N	P	N	P
Counseling center, mental health, alcohol, drugs (non-residential, less than 24 hours)	N	N	N	P
Mental health treatment center, with overnight stay	N	N	N	P
Nursing home	P	N	N	P
Religious Facility	P	P	P	P
Large Floor Area Building (20,000 sf or more)	P	N	N	P
Retail Shops:				
Antique shop	P	P	N	P
Athletic and sporting goods store	P	N	N	P
Retail Store	P	P	N	P
Drive-through Sales (Pharmacy, Dairy Products, etc.)	N	N	N	P
Furniture and large appliances sales (used)	N	N	N	P
Furniture sales (new) and repair	N	N	N	P
Household appliance sales and service	N	N	N	P
Office supply, office machines sales and service	N	N	N	P
Paint or wallpaper store	N	N	N	P
Pawnshop	N	N	N	P
Payday lending/title loans	N	N	N	P
Seed and feed store, retail	N	N	N	P
Supermarket/grocery store	P	P	N	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop off of items during the hours the business is closed)	N	P	N	P
Vegetable stand	P	P	N	P
Wholesale business	N	N	N	P
Retail sale of goods with some operations outdoors:				
**Building materials sales	N	N	N	P
Convenience markets with gas pumps/gas station	N	N	N	P
**Fence, sales and service	N	N	N	P
Garden supplies and plant material sales	N	N	N	P
**Greenhouse and nursery; soil and lawn service	N	N	N	P
Neighborhood Commercial	P	P	N	P
Service businesses:				
Body piercing, ancillary to a permitted use	P	N	N	P
Carpet and rug cleaning	N	N	N	P
Construction trade services, plumbing shop, electrical shop, etc.	N	N	N	P
Crematorium, independent human	N	N	N	P

2-2 PERMITTED USE MATRIX (CONT.)

	NG-Resort	NG Res.	NE Res.	PD-C
Educational institutions, schools, college, learning centers, trade schools (no residential or 24 hour facilities)	N	P	N	P
Gunsmith	N	N	N	P
Locksmith	N	N	N	P
Mortuary	N	N	N	P
**Moving and storage company	N	N	N	P
Pest control and extermination	N	N	N	P
Pet grooming	P	P	N	P
Printing, lithographing, publishing or reproduction sales and service	N	N	N	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist	N	N	N	P
**RV storage	N	N	N	P
Sign sales	N	N	N	P
**Storage rental units, ministorage and self-storage	N	N	N	P
Temporary outdoor entertainment	P	P	N	P
Transportation:				
Bus terminal	P	P	N	P
Taxi/Shuttle	P	P	N	P
Government, public services and facilities:				
City facility	P	P	N	P
Electrical substation, power stations	P	P	P	P
Government buildings or uses, non-industrial	P	P	N	P
Public park or plaza	P	P	P	P
Public safety facility such as police or fire station	P	P	N	P
Essential public services, including but not limited to: library, museum, government offices, post offices or other civic uses	P	P	N	P
Public and Quasi-Public Uses:				
Convalescent home / Assisted Living Facility	P	P	N	P
Clubs and lodges including YMCA, YWCA and similar youth group uses	P	P	N	P
Day nursery, daycare school or nursery school (for profit)	P	P	N	P
Group care facilities and residential retirement hotels	P	N	N	P
Commercial Center	P	P	N	P
**Manufacturing Custom	N	N	N	P
**Manufacturing Light	N	N	N	P
Neighborhood Commercial Office or Business	P	P	N	P

2-2 PERMITTED USE MATRIX (CONT.)

	NG-Resort	NG Res.	NE Res.	PD-C
Cleaners without on-site laundry and dry cleaning operations	N	P	N	P
Cleaners with on-site laundry and dry cleaning operations	N	P	N	P
Kiosk and movable vendors, including photo sales, located in parking lot	P	P	N	P
Kiosk and movable vendors in parks and plaza areas	P	P	N	P
Laundry (coined-operated)	P	P	N	P
State Liquor store	N	N	N	P
Restaurant with cocktail lounge or bar serving alcoholic beverages	P	P	N	P
Restaurant with incidental serving of beer/wine but without cocktail lounge	P	P	N	P
Restaurant serving alcoholic beverages with live entertainment or dancing	P	N	N	P
Restaurant, coffee shop, delicatessen, internet café	P	P	N	P
Retail store or shop	P	P	N	P
**RV Parks (RV campground facility)	N	P	N	P
Snack bar or refreshment stand contained within a building	P	P	N	P
Stamp and/or coin shop	P	P	N	P
Stores, shops and offices supplying commodities or primarily performing services for local residents	P	P	N	P
Television, stereo, radio store, telephone, electronics, including sales and repair (<40,000 square feet)	N	N	N	P
Theater, movie multiplex	N	N	N	P
Theater, live performance	P	N	N	P
Theater, small format (art house)	P	P	N	P
Tire sales and services	N	N	N	P
Travel agency	P	P	N	P
Residential Uses				
Group residence, including, but are not limited to, boarding, rooming homes, and dormitories	P	N	N	P
Home occupations	P	P	P	P
Model homes (Temporary Uses)	P	P	P	P
Multiple dwelling (3 units and above)	P	P	N	P
Single-family attached dwellings (townhouse)	P	P	P	P
Single-family detached dwellings	P	P	P	N
Residential (Carriage House)	P	P	P	N
Single family zero lot line	P	P	N	N
Duplex side by side	P	P	N	N

2-2 PERMITTED USE MATRIX (CONT.)

	NG-Resort	NG Res.	NE Res.	PD-C
Duplex stacked	P	P	N	N
Bungalow Court	P	P	N	N
Paseo	P	P	N	N
Shared Drive / Autocourt or Cluster	P	P	N	P
Multi-family <20 units / acre	P	P	N	P
Multi-family >20/units per acre	P	N	N	P
Townhouse / Row house	P	P	P	P
Mixed use - Vertical & Horizontal	P	P	N	P
Live work	P	P	N	P
Short Term Nightly Rentals	P	N	N	P
Other Uses				
Parking structures and lots	P	P	N	P
Pedestrian facilities, including, but not limited to: outdoor seating/dining areas, mobile vendors and shoe shine stands	P	P	N	P
Signs, subject to an approved sign program	P	P	P	P
Temporary Mining	P	P	P	P
Recreation / Entertainment without Liquor Service	P	P	N	P
Recreation / Entertainment with Liquor Service	P	N	N	P

All uses specifically not listed herein shall be considered not permitted uses in each zone. Additional uses may be permitted but shall require a PD Amendment approval by the City. Permitted use terms shall have commonly used definitions as defined by the American Planning Association or as stated below. "N" Land use categories are permitted in PD-C areas located outside the Town Center Core District

Commercial Center - A commonly owned or developed project that shares parking, internal pedestrian circulation and public street access with a variety of commercial uses.

Manufacturing, Custom - An establishment primarily engaged in the on-site production of goods by hand manufacturing which involves only the use of hand tools or domestic mechanical equipment not exceeding two (2) horsepower or a single kiln not exceeding eight (8) kilowatts, and the incidental direct sale to customers of only those goods produced on site. Typical uses include ceramic studios, candle making shops or custom jewelry manufacturing.

Manufacturing, Light - An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

Neighborhood Commercial, Office or Business - Small scale office or business use, other than a Retail Shop, Financial Institution, Medical or Professional Office, that is limited to daytime operation, generates no public safety risks, little traffic, and emanates no offsite noise, light, odor or other adverse impact on a residential neighborhood and excludes hospital, pay-day loan, sexually oriented business, and tattoo establishment.

Retail Shop or Business - Retail shop or business use related to retail, financial institutions, medical or professional office that is not limited to daytime operations, generates no public safety risks, little traffic, and emanates no offsite noise, light, odor or other adverse impact on a residential neighborhood like a bakery, barber and beauty shop, books, bicycle shop (new) and repairs, gifts and stationery, cleaners without on-site laundry and dry cleaning operations, candy store, florist, jewelry store, etc.

3.0 PLANNED DEVELOPMENT - TRADITIONAL NEIGHBORHOOD ZONE

3.1 OVERVIEW OF TRADITIONAL NEIGHBORHOOD FORMS

Traditional Neighborhood Design Manual & Form-Based Code
 Overview of Traditional Neighborhood Forms

NEIGHBORHOOD EDGE - NE

Neighborhood Edge (NE) is a relatively low-density residential neighborhood form. Home occupations and outbuildings are generally allowed. Planting is naturalistic and setbacks are relatively deep. Blocks may be larger than in other TNZ forms and the roads irregular to accommodate natural conditions.

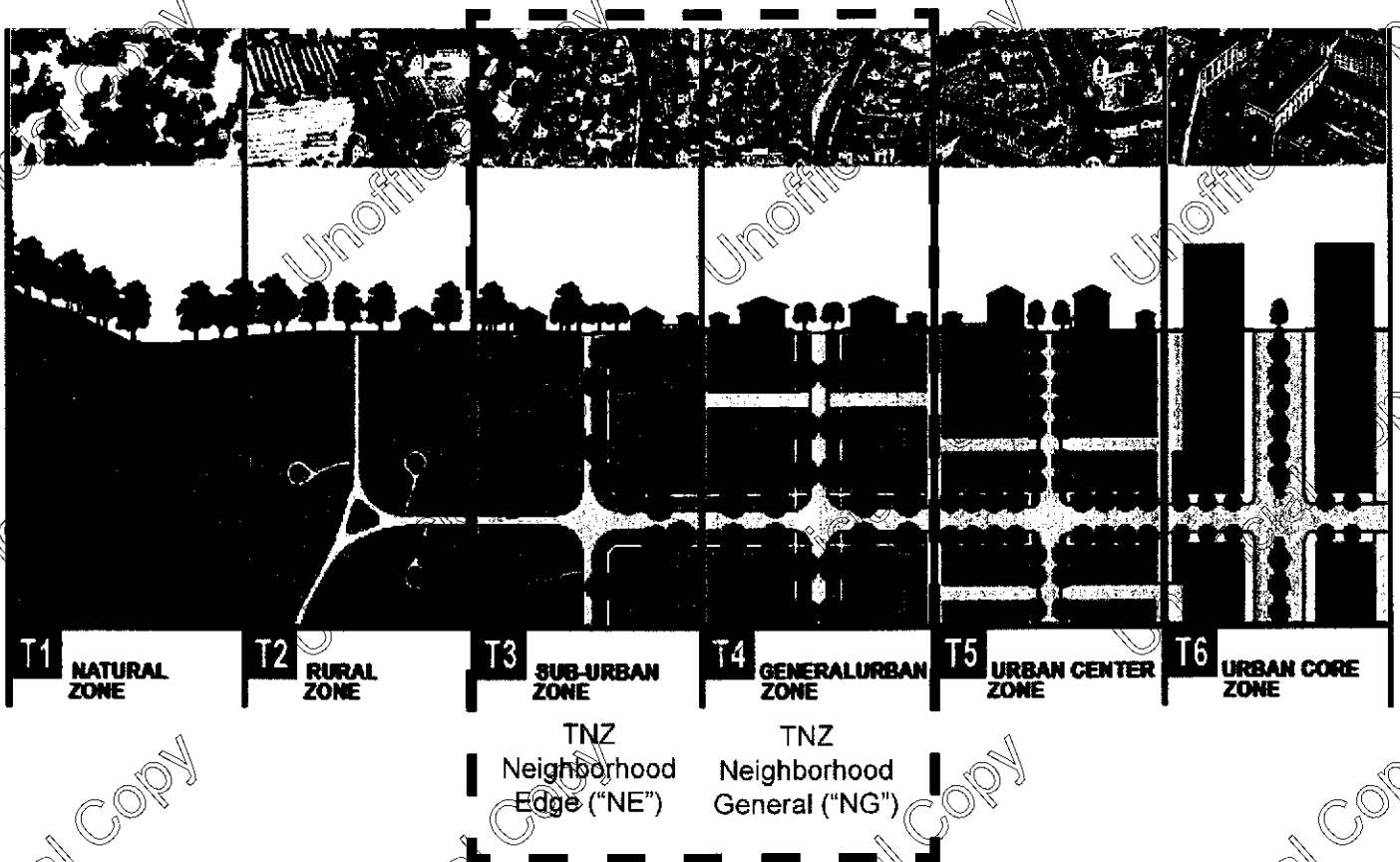
General Character: Lawns and landscaped yards surrounding detached single-family houses.

- Building Placement: Relatively deep front and side setbacks
- Frontage Types: Front Yard, Porchyard, and Paseo
- Typical Building Height: 40' Maximum
- Type of Civic Space: Parks, Greens, Playgrounds

NEIGHBORHOOD GENERAL - NG

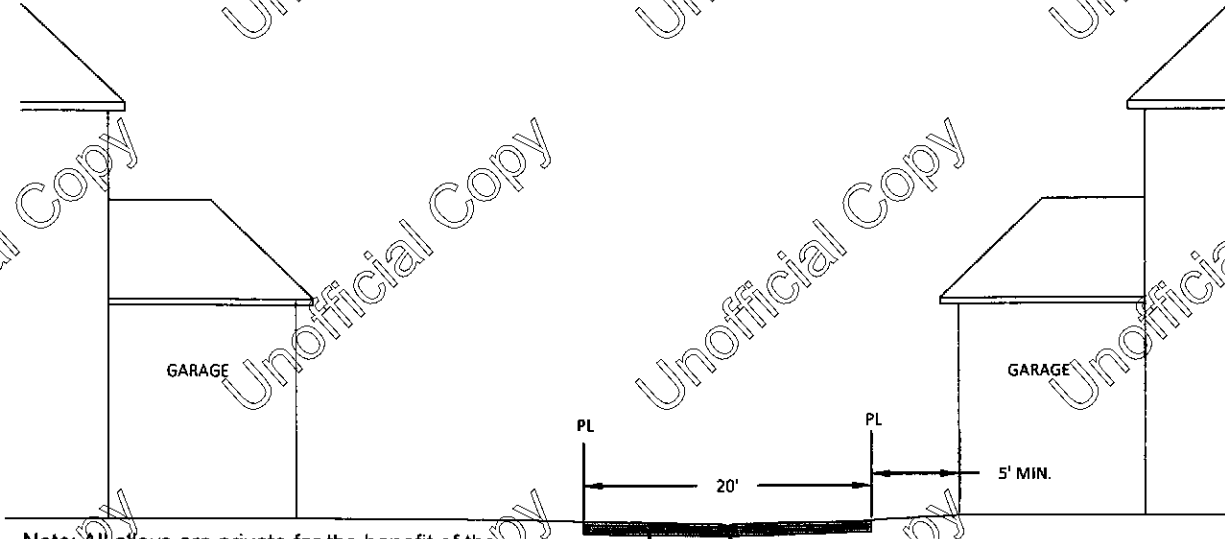
Neighborhood General (NG) is typified by a wide range of residence types, such as single-family detached homes, duplexes, row/town houses, stacked flats, apartments, and other small-scale multifamily building forms. Small-scale commercial uses and smaller mixed-use buildings are also compatible with the NG form.

- General Character: Diverse residence types; neighborhood-scale commercial; balance between landscape and buildings
- Building Placement: Shallow front and side setbacks; Zero-lot line
- Frontage Types: Porchyard, Dooryard, Forecourt, Paseo, Stoop, Shopfront
- Typical Building Height: 50' Maximum (Taller building heights on neighborhood centers or prominent corners)
- Type of Civic Space: Parks, Greens, Squares, Playgrounds



3.2 LOCAL AND COLLECTOR STREET CROSS SECTIONS

3.2.1 RESIDENTIAL ALLEY (PRIVATE)



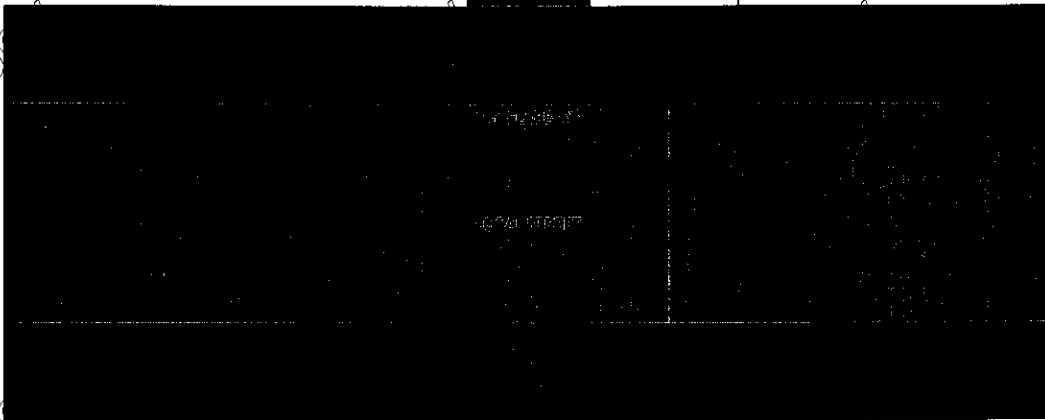
Note: All alleys are private for the benefit of the neighborhoods residents. A thirty (30') feet wide Public Utility Alley Easement containing the twenty (20') wide paved alley and five (5') feet setback on each side of alley's paved surface shall be dedicated as a Public Utility Alley Easement when public utilities are located within the alley. Additional public utility easement widths and building setbacks may be required depending on the number and spacing of public utilities being located in the alley. Public Alley Easement widths shall be illustrated and noted on the plat where needed.

CONCRETE ALLEY WITH CONCRETE CROSS GUTTER

Note: If fire access is required to be accommodated within an alley, minimum turning radius shall be designed and accommodated at the alley intersection with local street.

20' RIGHT-OF-WAY AND PAVING SECTION

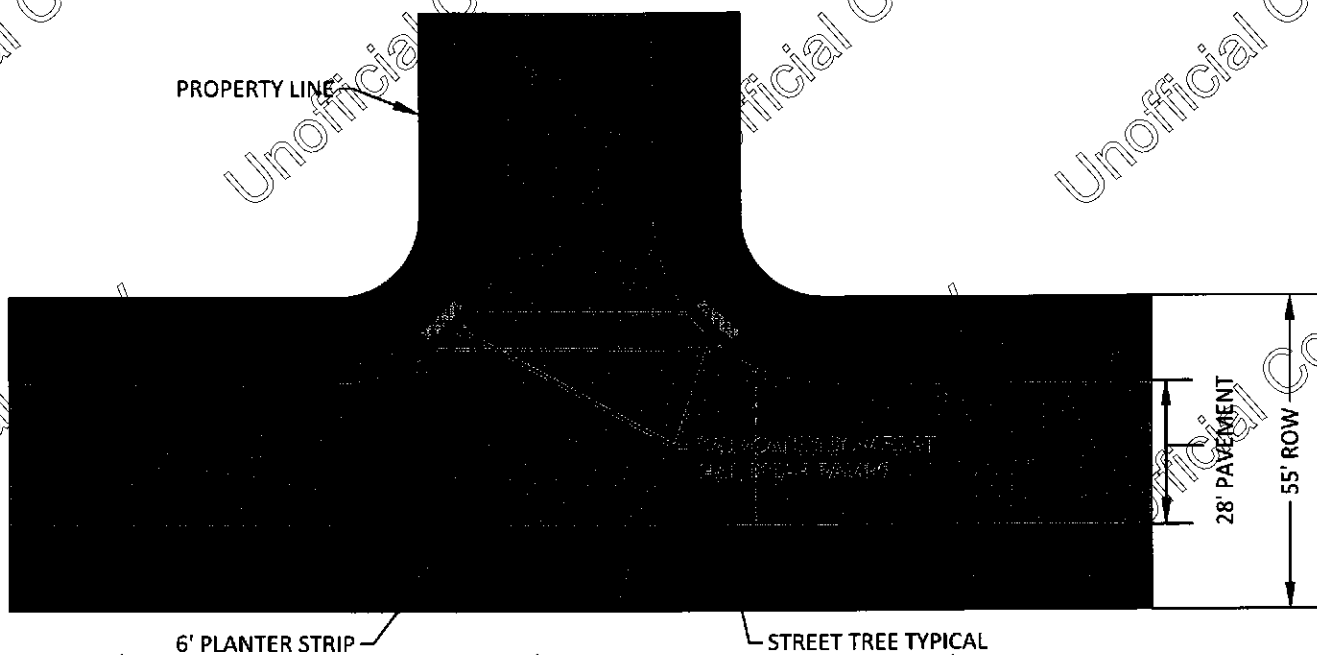
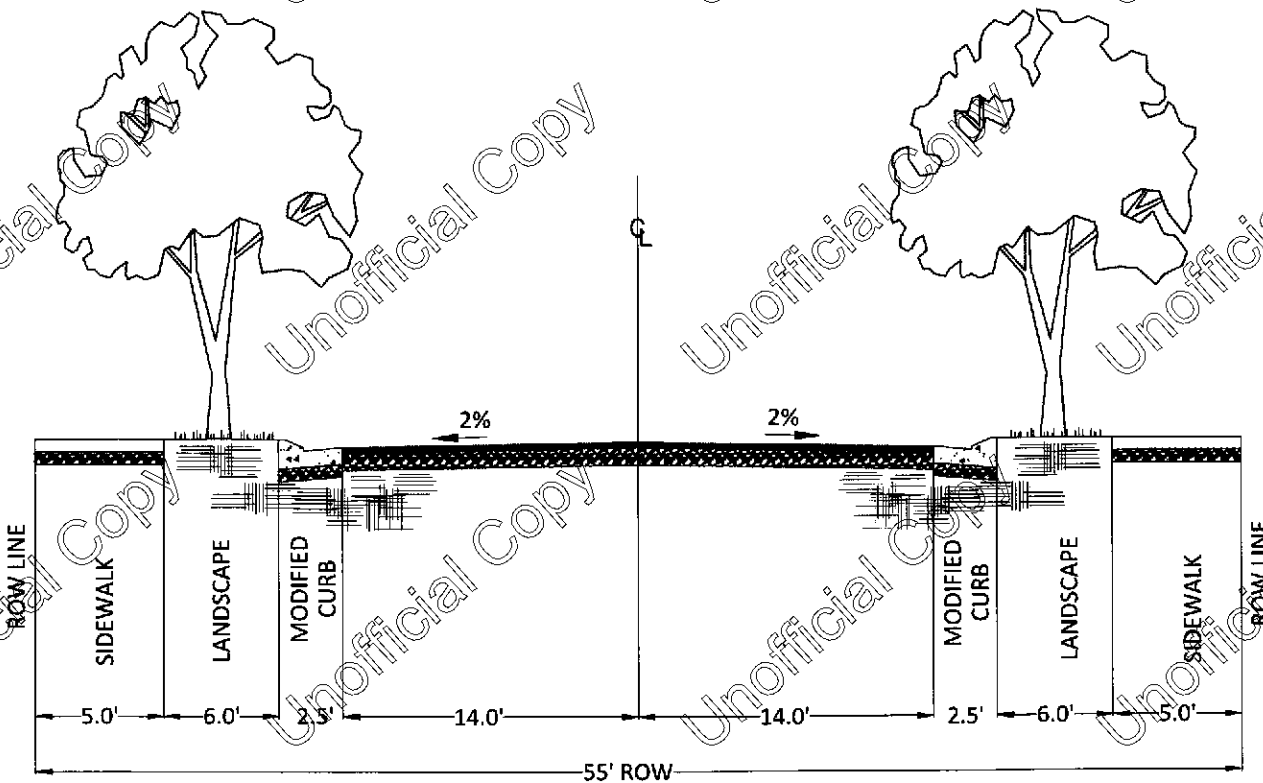
20' TO FIRST STREET TREE



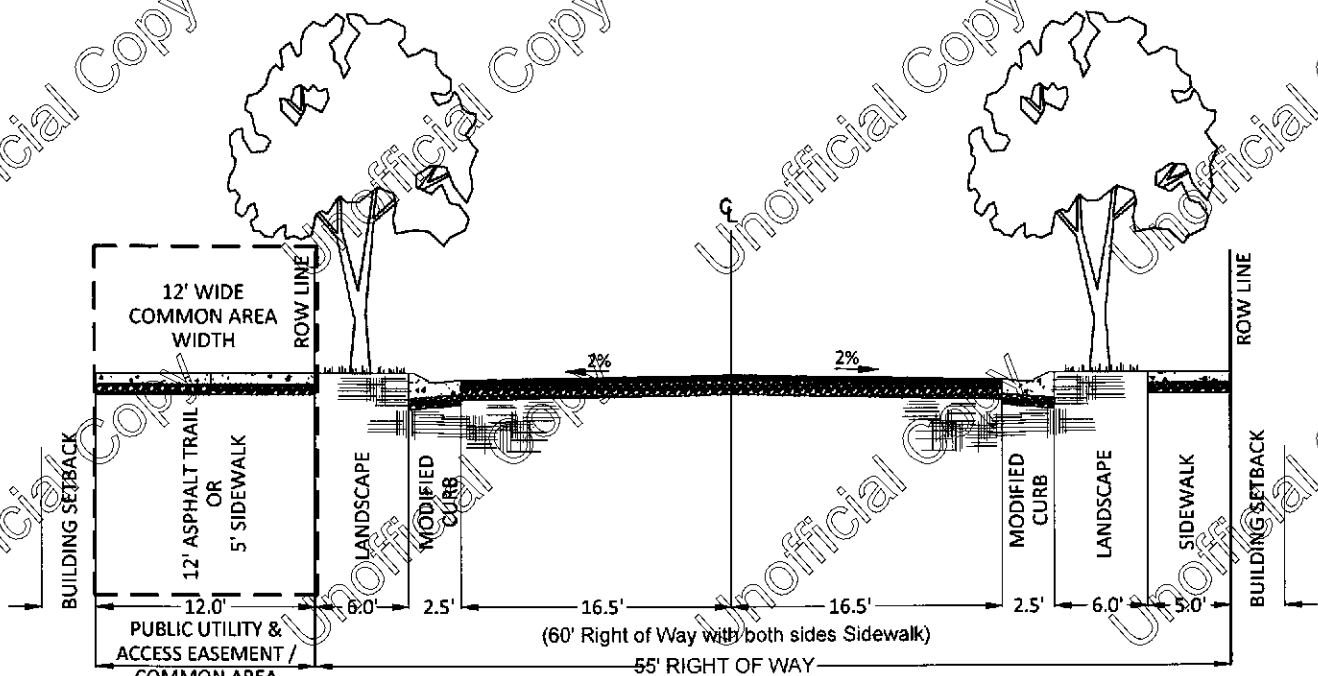
STREET TREE TYPICAL

6' PLANTER STRIP

522 LOCAL RESIDENTIAL STREET



3.2.3 RESIDENTIAL STREET WITHOUT LANDSCAPE MEDIAN

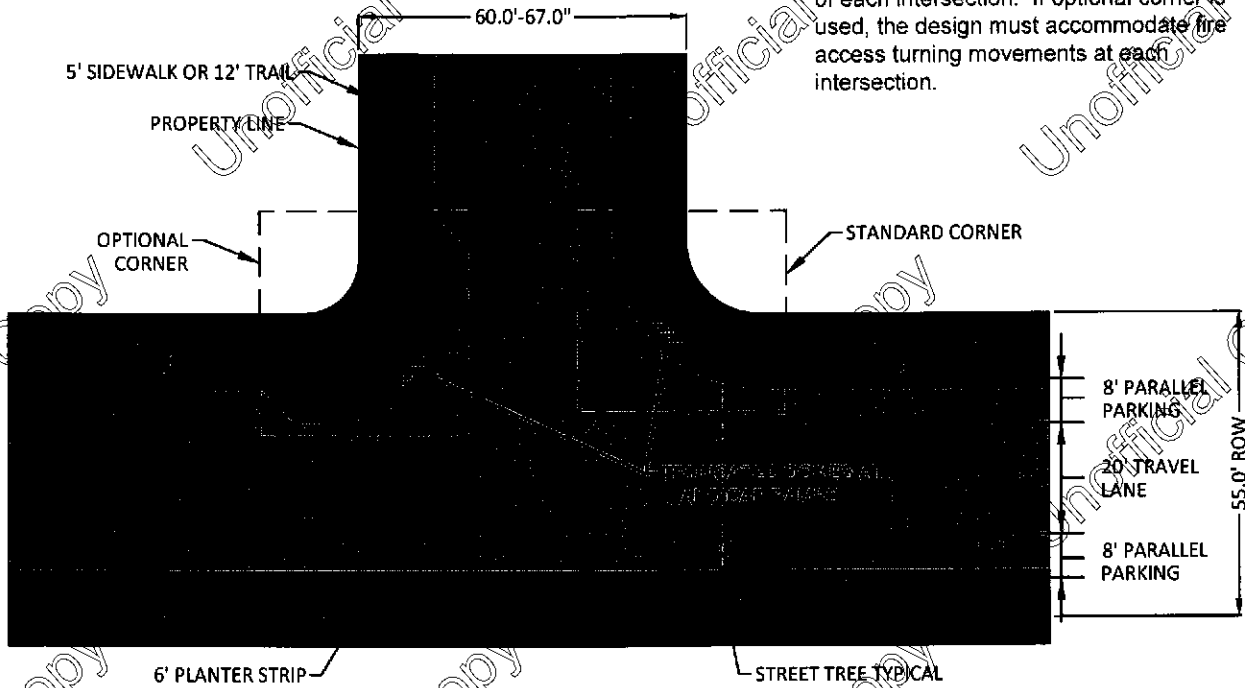


OWNED AND MAINTAINED BY HOA WITH GOLF CART USE ALLOWED

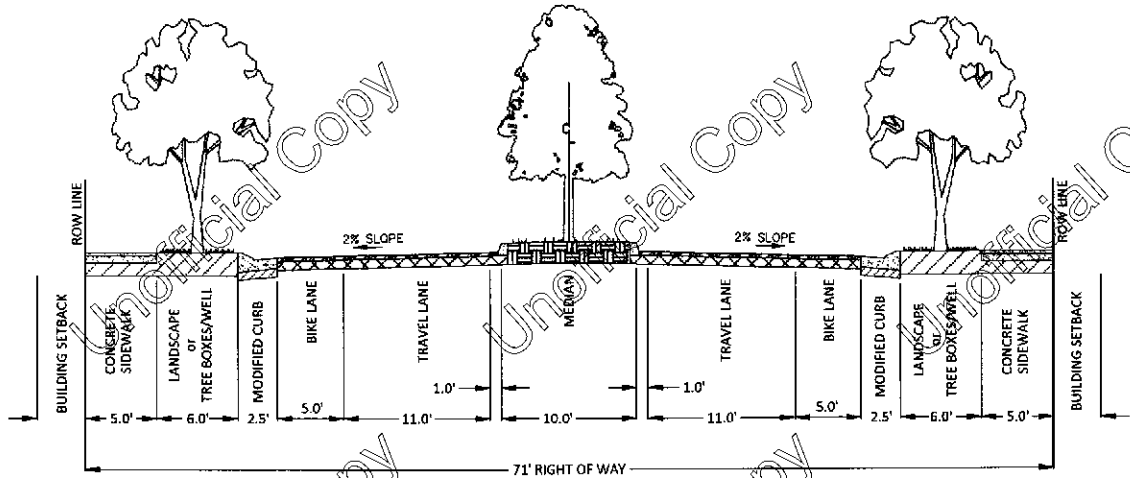
Note: See Development Agreement for HOA's requirement to own and maintain Median and Public Utility & Access Easement / Common Area where golf cart access is permitted.

Note: Right of way varies between 55'-60' depending on Trail or Sidewalk

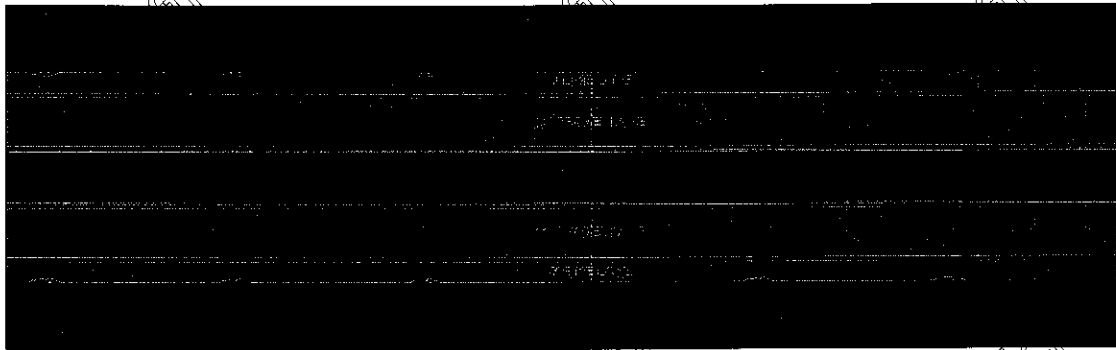
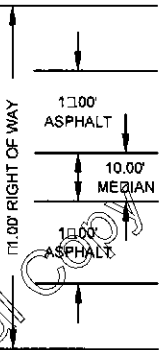
Note: Only one (Standard Corner or Optional Corner) will be used on both sides of each intersection. If optional corner is used, the design must accommodate fire access turning movements at each intersection.



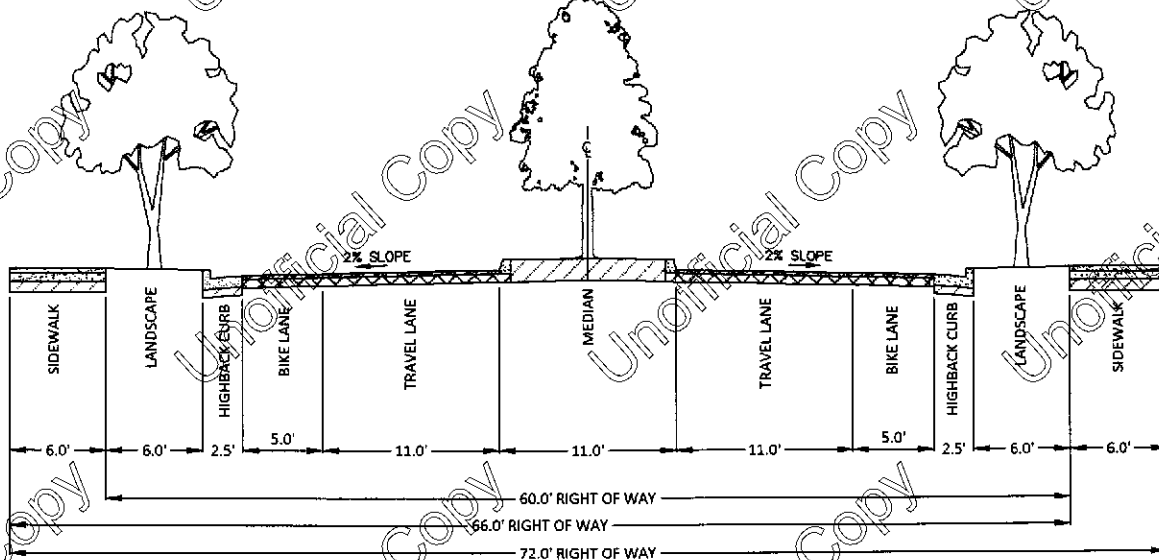
3.2.4a RESIDENTIAL STREET WITH LANDSCAPE MEDIAN



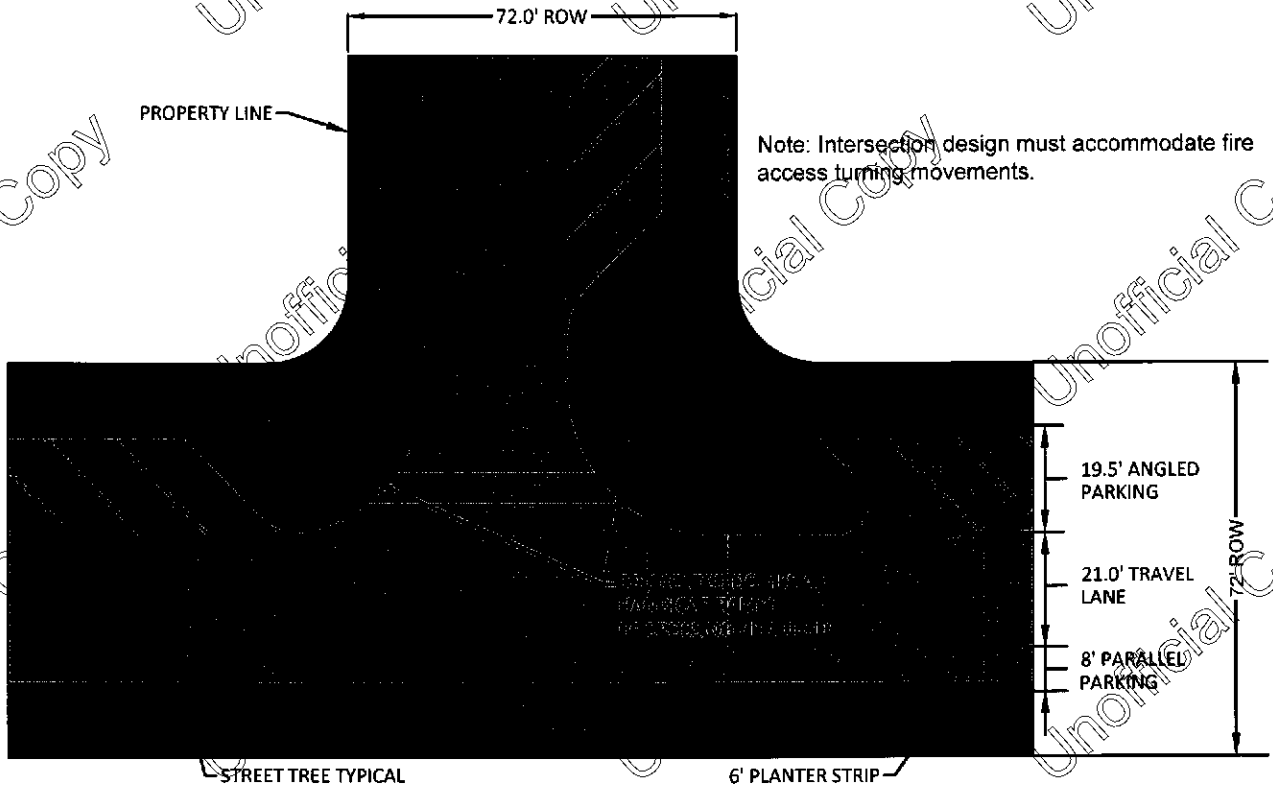
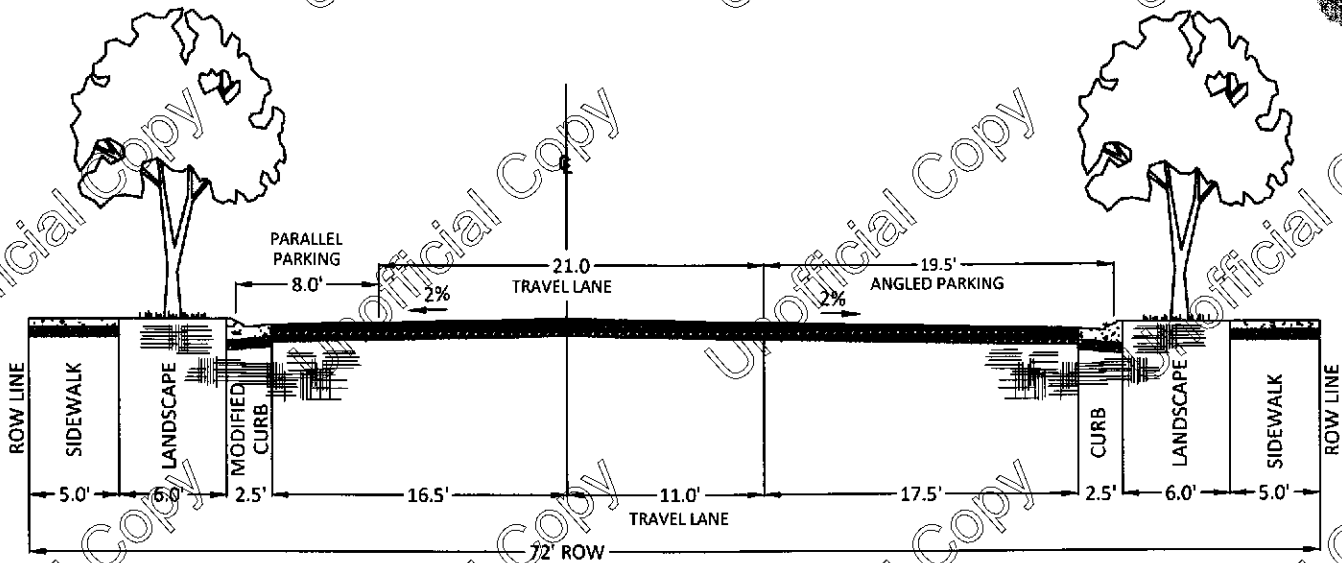
Note: See Development Agreement for HOA's requirement to own and maintain Median and Public Utility & Access Easement / Common Area where golf cart access is permitted.



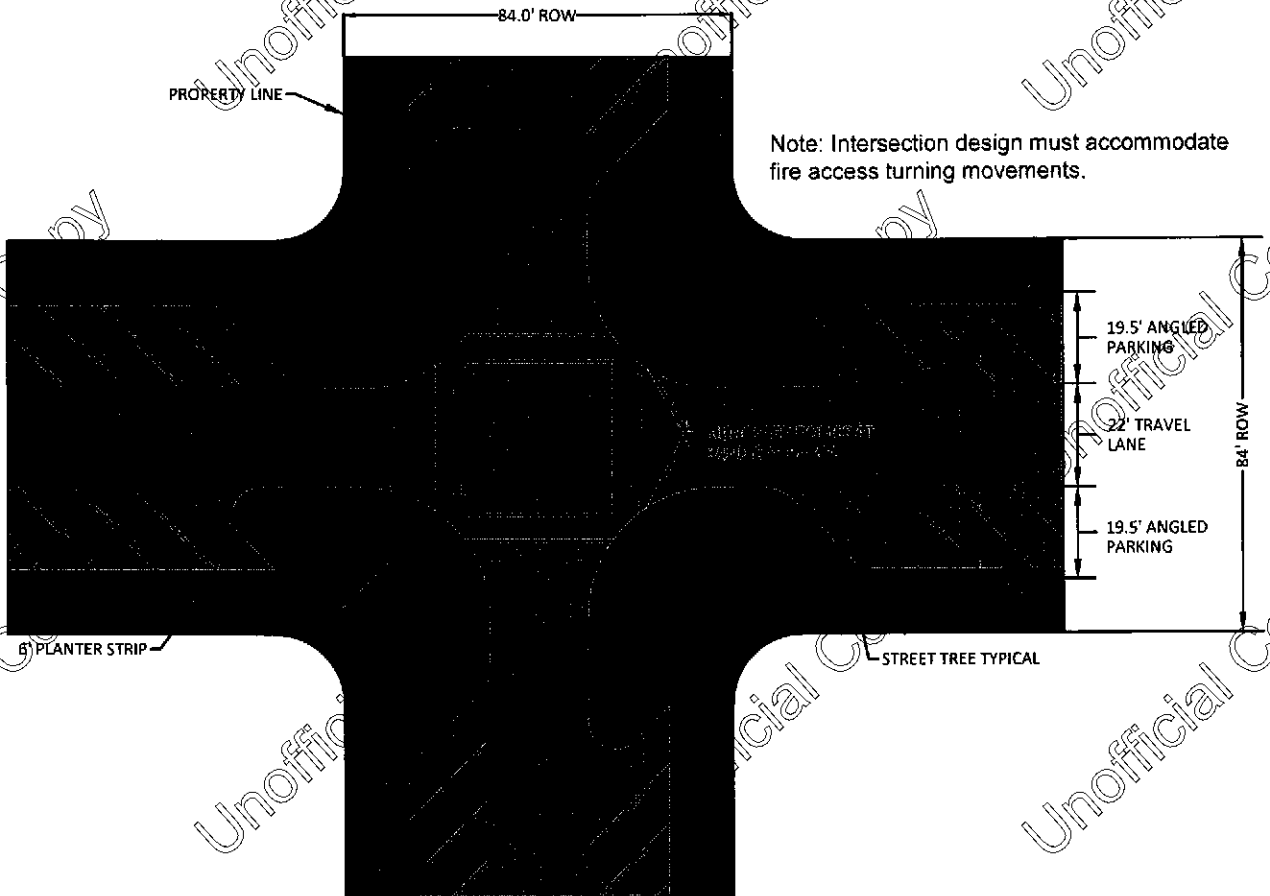
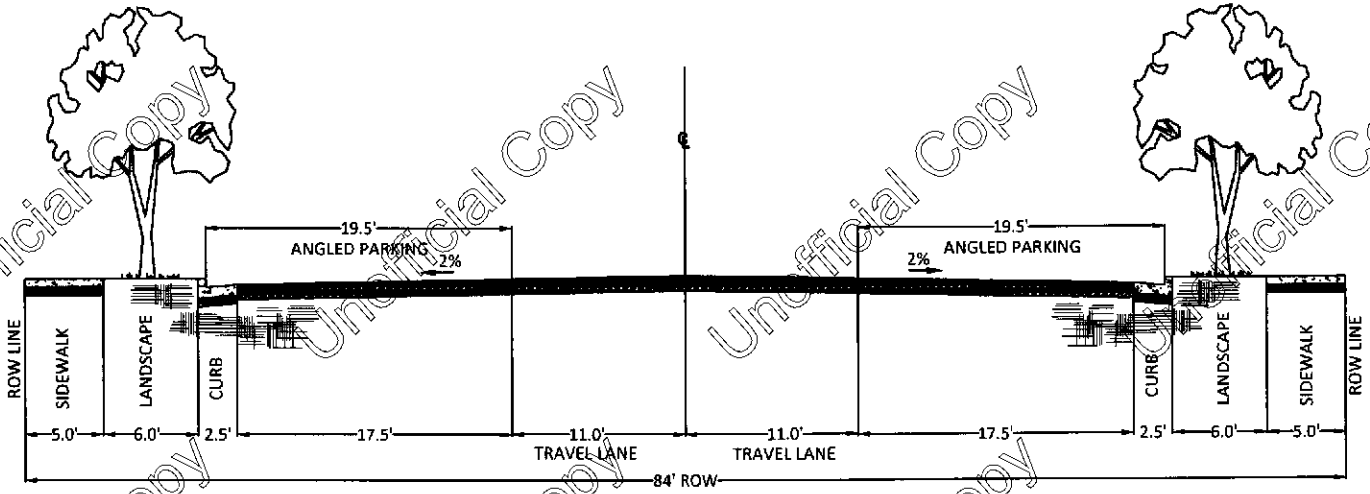
3.2.4b COMMERCIAL STREET WITH LANDSCAPE MEDIAN



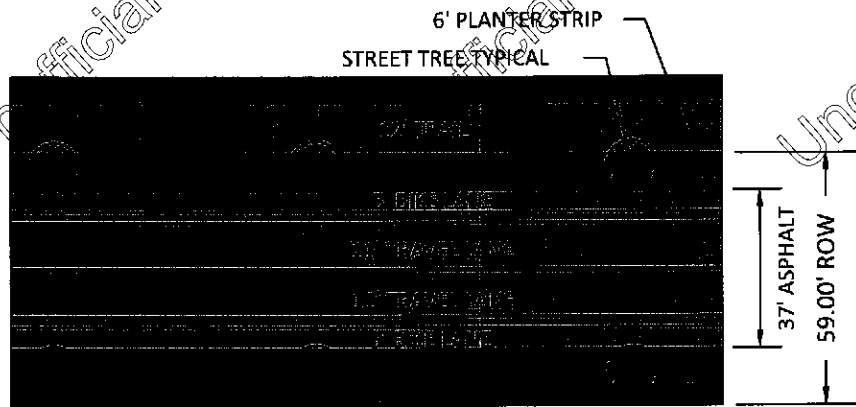
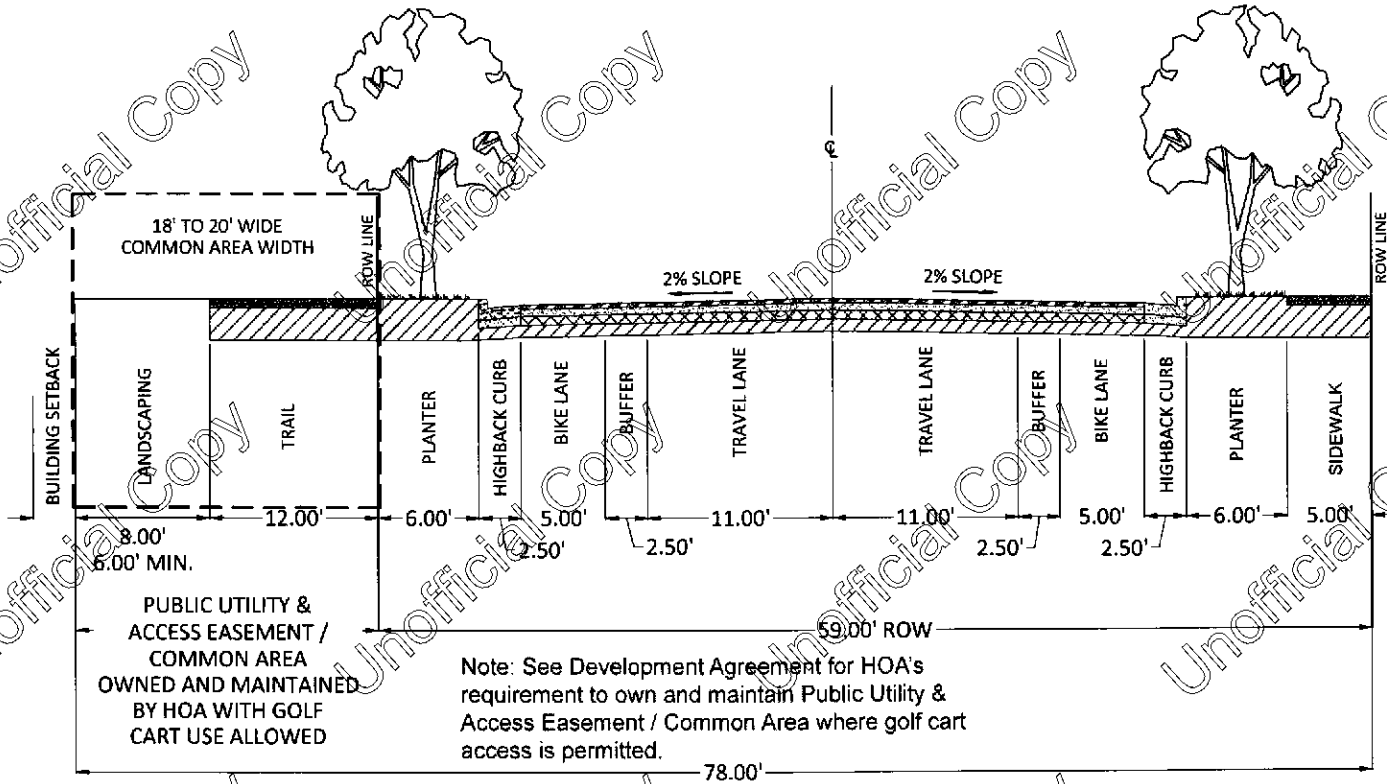
3.2.5 STREET WITH ANGLED & PARALLEL PARKING



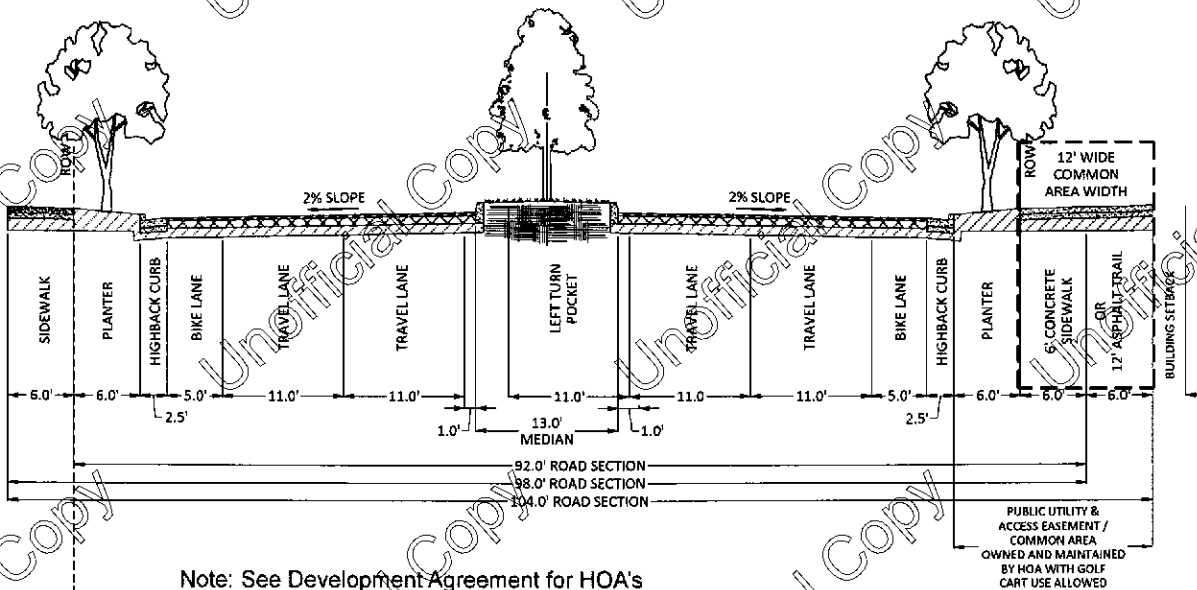
STREET WITH ANGLED PARKING BOTH SIDES



3.2.7 RESIDENTIAL COLLECTOR STREET WITHOUT LANDSCAPE MEDIAN



2.2.6 MINOR ARTERIAL STREET WITH LANDSCAPE MEDIAN



Note: See Development Agreement for HOA's requirement to own and maintain Median and Public Utility & Access Easement / Common Area where golf cart access is permitted.

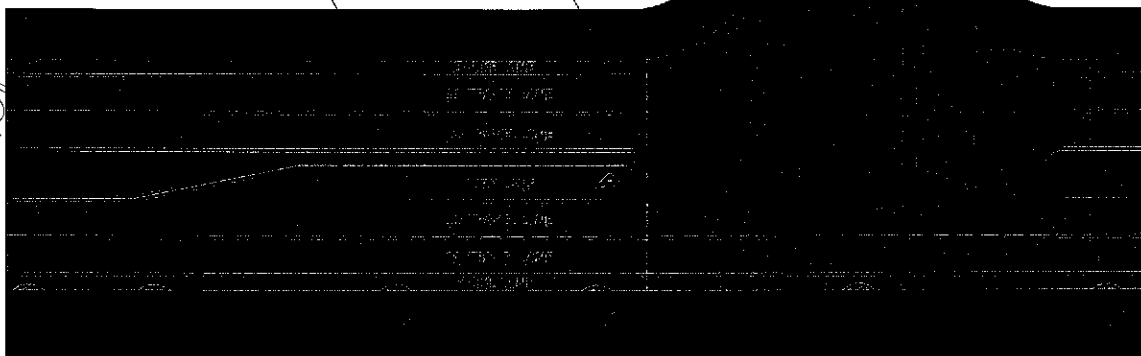
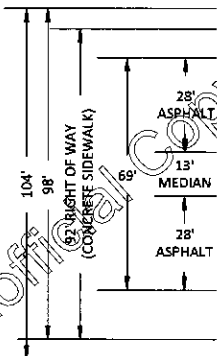
SIDEWALK PORTION
 ELIMINATED IF APPROVED
 WITH NO ACCESS NEEDED

PUBLIC UTILITY &
 ACCESS EASEMENT /
 COMMON AREA
 OWNED AND MAINTAINED
 BY HOA WITH GOLF
 CART USE ALLOWED

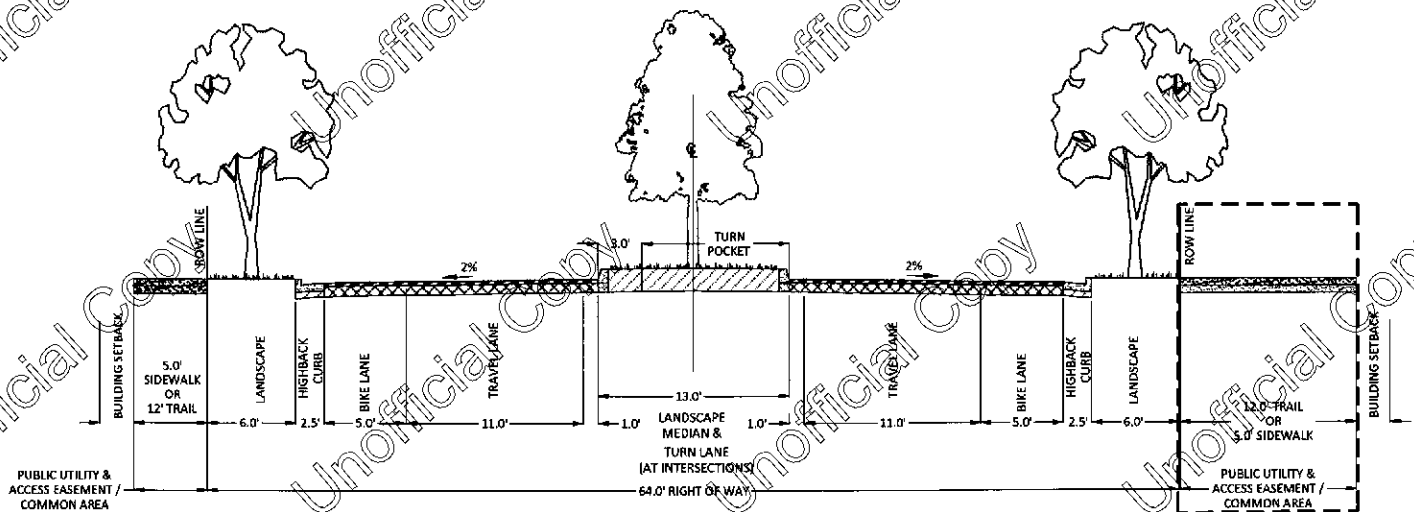
PUBLIC STREET

6' PLANTER STRIP

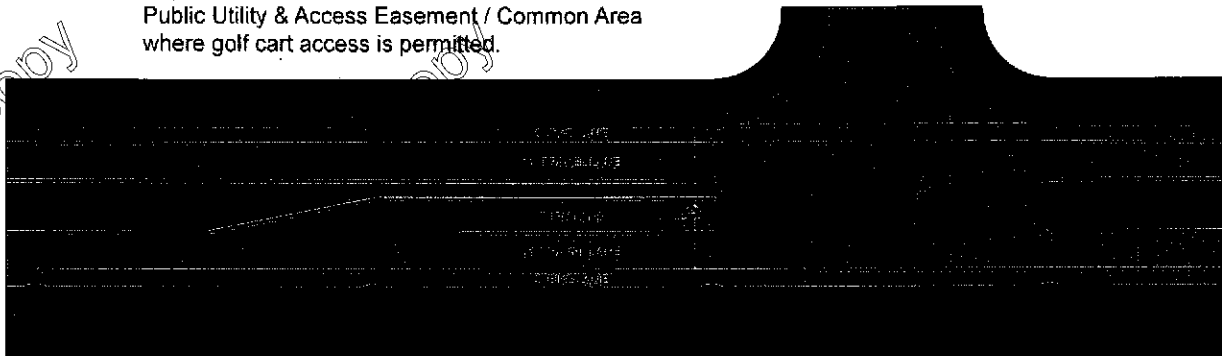
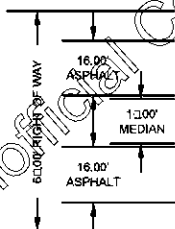
STREET TREE TYPICAL



3.2.9 RESIDENTIAL COLLECTOR STREET WITH LANDSCAPE MEDIAN

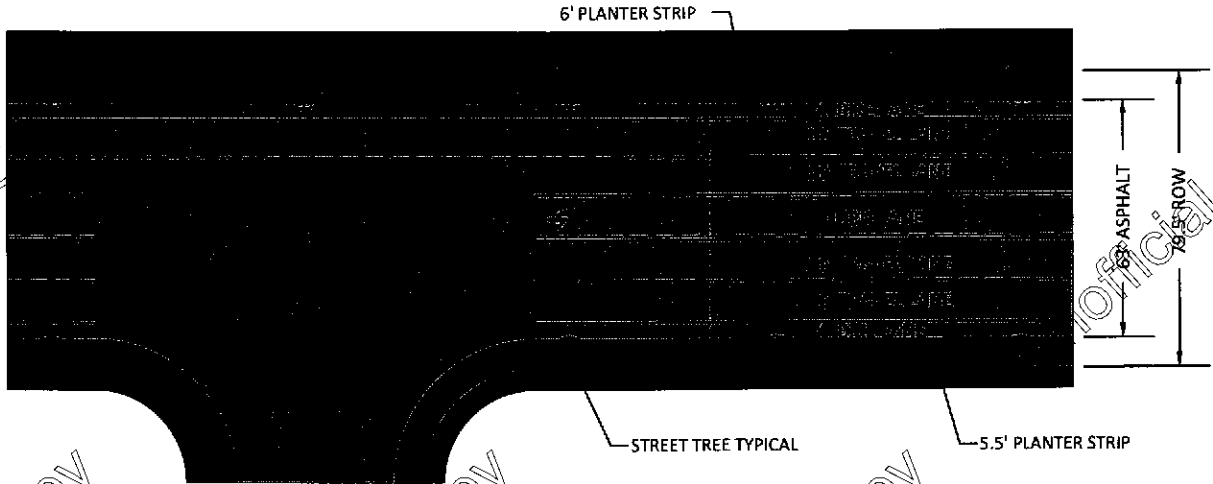
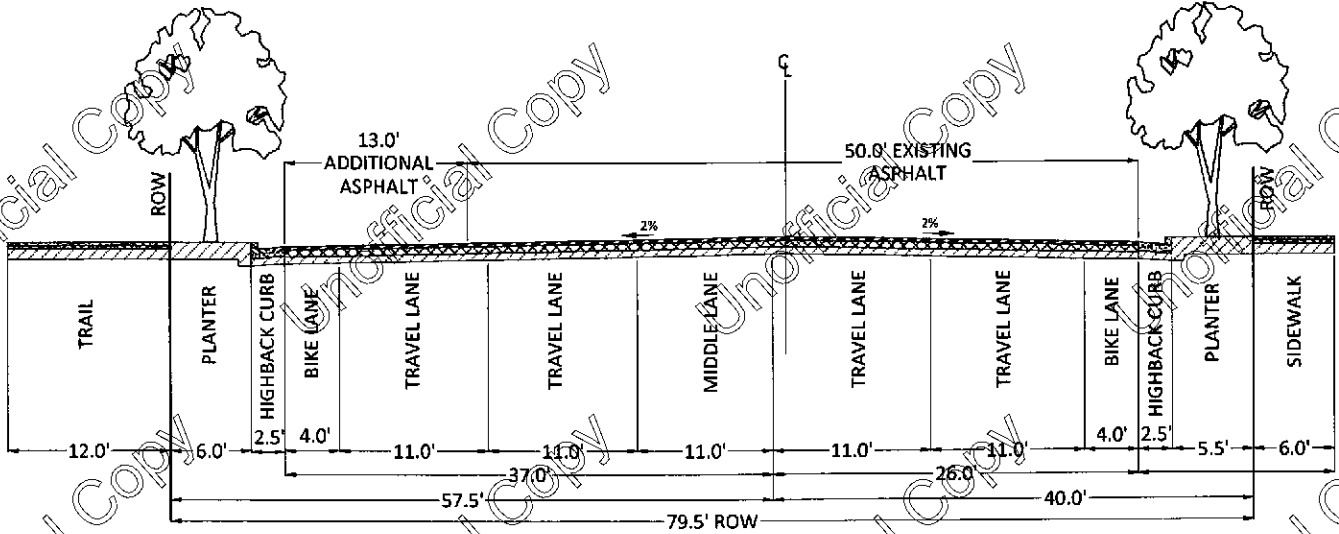


Note: See Development Agreement for HOA's requirement to own and maintain Median and Public Utility & Access Easement / Common Area where golf cart access is permitted.



Note: Right of Way varies between 64'-74' depending on Trail or Sidewalks.

3.2.10 MINOR ARTERIAL COLLECTOR STREET WITHOUT LANDSCAPE MEDIAN
 (BLACK MOUNTAIN DRIVE)



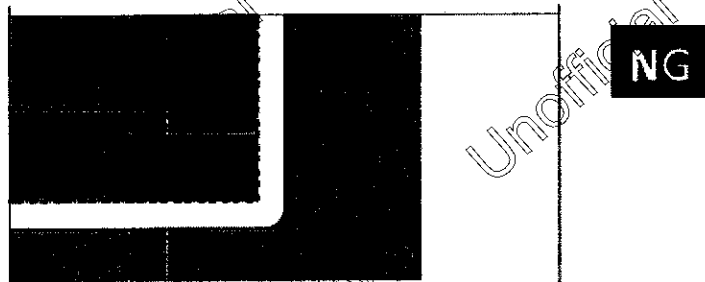
3.3 BUILDING CONFIGURATIONS

3.3.1 YARD DISPOSITIONS

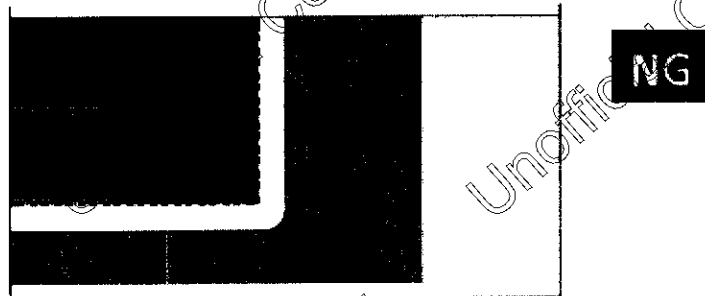
a. **Edgeyard.** Conventional Building disposition for single-family homes, with the building completely inside its lot with setbacks on all sides. This is the least urban disposition, as the front yard sets it back from the frontage, while the side yards weaken the spatial definition of the public space. The front yard is intended to be visually continuous with the yards of adjacent buildings; however, driveways accessing front-loaded garages are allowed on wider NE lots and where rear access is impossible (e.g. due to adjacency to arterial road). The rear yard can be secured for privacy by walls and/or a garage or similar outbuilding.



b. **Sideyard or Zero or Z-Lot.** The building occupies one side of its lot with a side setback on the opposite side. If the adjacent building is similar with a blank side wall, the yard can be quite private. A sideyard house may abut a neighboring sideyard house to form a duplex/twin house. Energy costs, and sometimes noise, are reduced by sharing a party wall in this disposition.



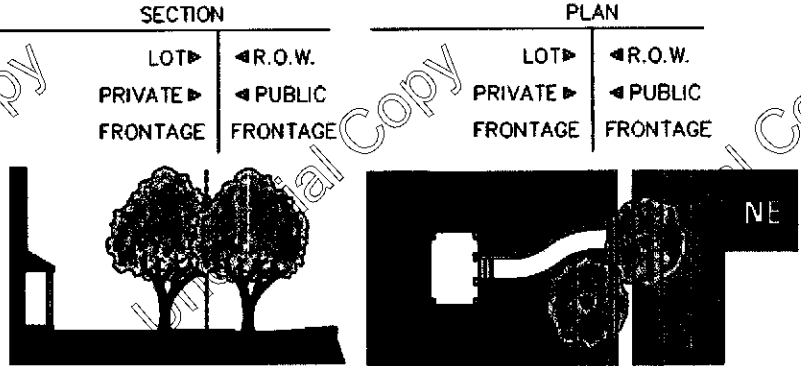
c. **Rearyard.** The building occupies its full frontage leaving the rear of the lot as the sole yard. This disposition is commonly used for row/town houses, live-work units, condominiums, and commercial buildings. The continuous facade defines a public wall. The rear elevations may be articulated for functional purposes. In its commercial form, the rear can accommodate substantial parking.



3.3.2 FRONTAGES

Individual Lot Owners, Master HOA or Sub Neighborhood HOA's are responsible to maintain R.O.W. parkstrips.

a. **Front Yard.** A planted frontage wherein the building facade is set back substantially from the lot line.



b. **Porchyard.** A planted frontage where in the facade has a shallow setback from the lot line. A low, decorative fence at the frontage line may be used to set a spatial boundary with the street.



c. **Dooryard:** A frontage wherein the facade is set back from the lot line only by an elevated terrace or sunken light well. This buffers residential use inside the building from busier sidewalks. A deeper, wider landing is encouraged for use as a terraced patio or outdoor café.



d. **Forecourt.** A frontage wherein a portion of the facade is close to the lot line and the central portion is set back. A variation of this type may also be used to create a bungalow court or paseo. Large trees within the forecourts may overhang the sidewalks.



e. **Stoop.** A frontage wherein the facade is aligned close to the lot line with the first story elevated from the sidewalk sufficiently to ensure privacy. The entrance is usually an exterior stair and landing. This frontage type is recommended for first-floor residential use adjacent to a commercial form.

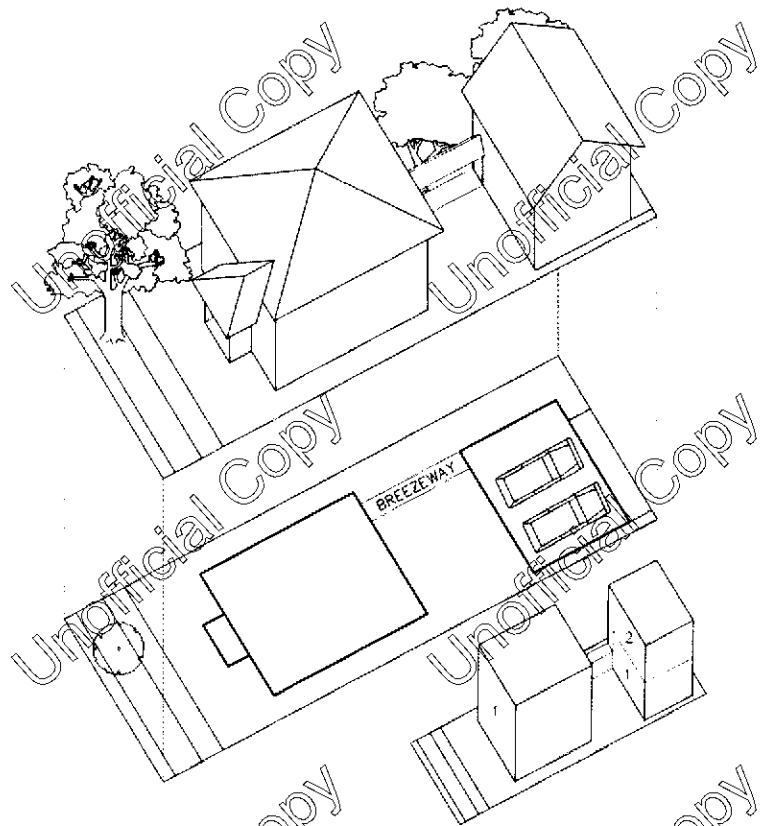
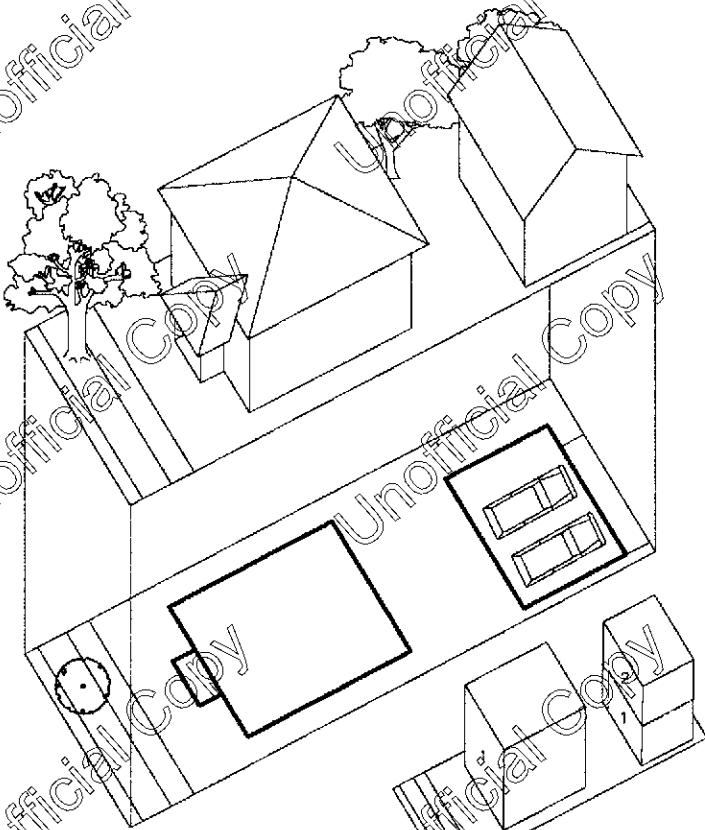


f. **Shopfront.** A frontage wherein the facade is aligned close to the lot line with the building entrance at sidewalk grade. This type is conventional for commercial use.

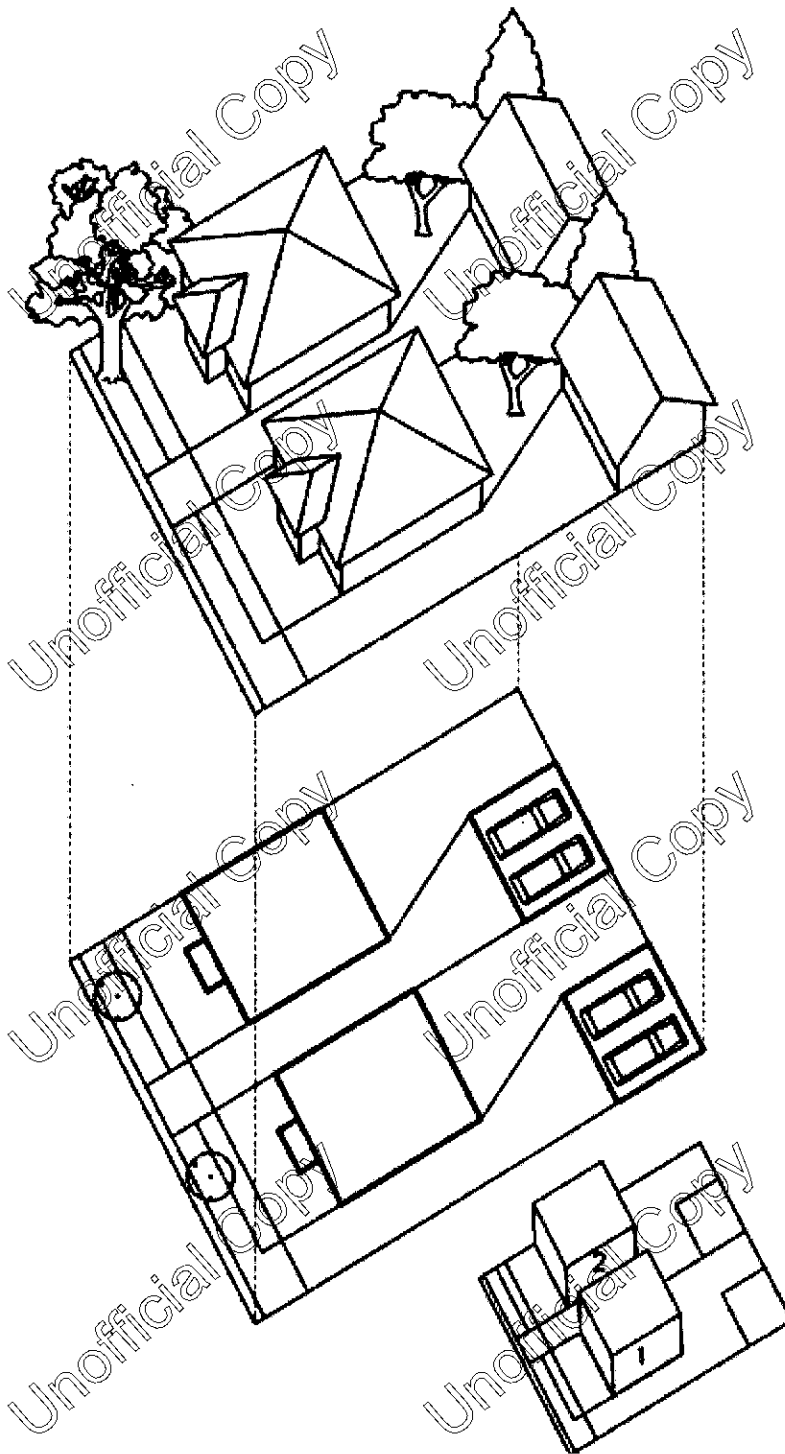


3.3.3 BUILDING FORMS

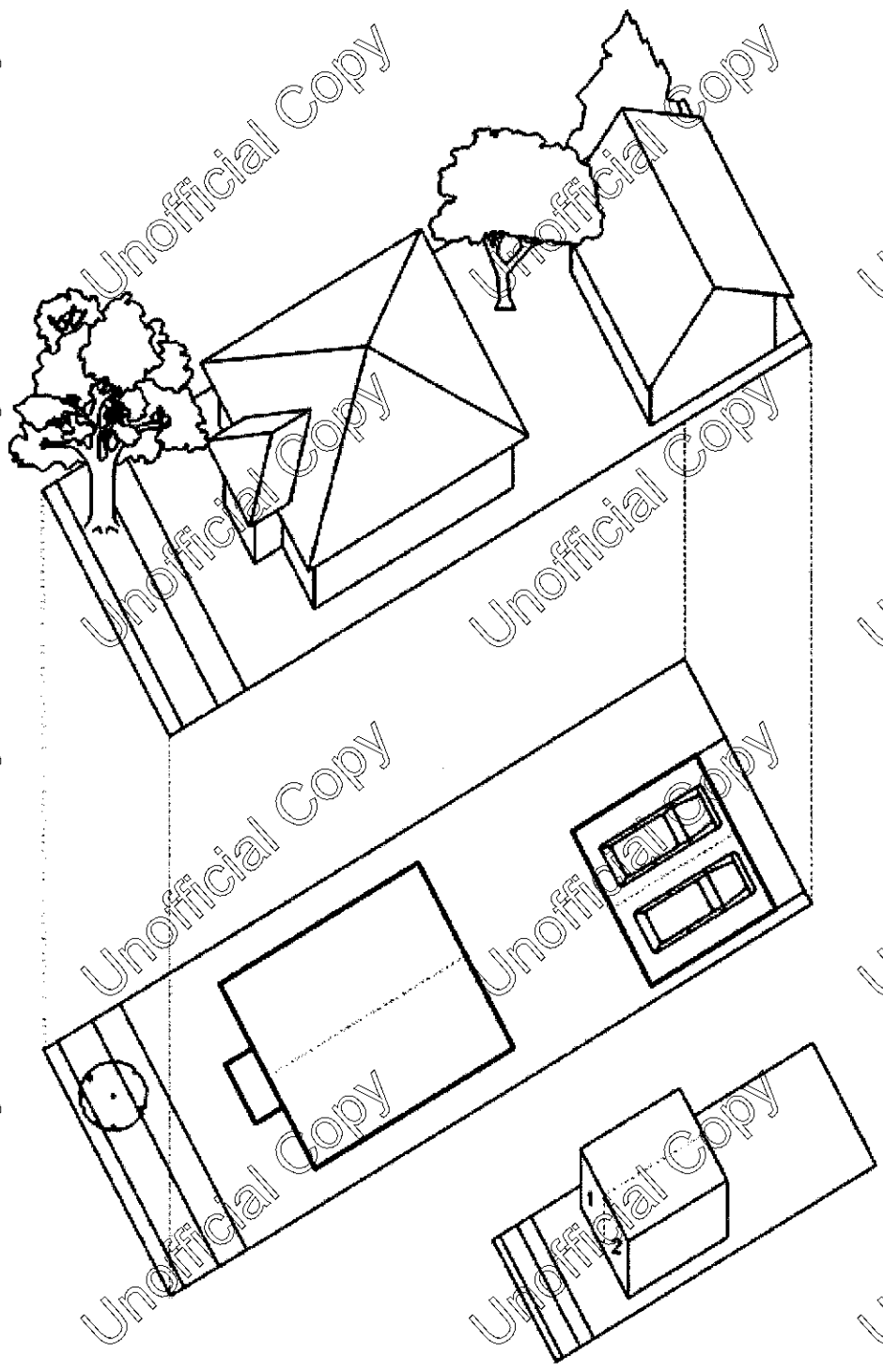
The following building form examples only indicate the lot and building form type and do not fully represent other ordinance requirements. Other building forms not shown herein may be included like shared driveway or cluster residential and used as approved by the Planning and Zoning Manager. Carriage houses are only allowed in the TNZ-NG Residential and TNZ-NG Resort areas.



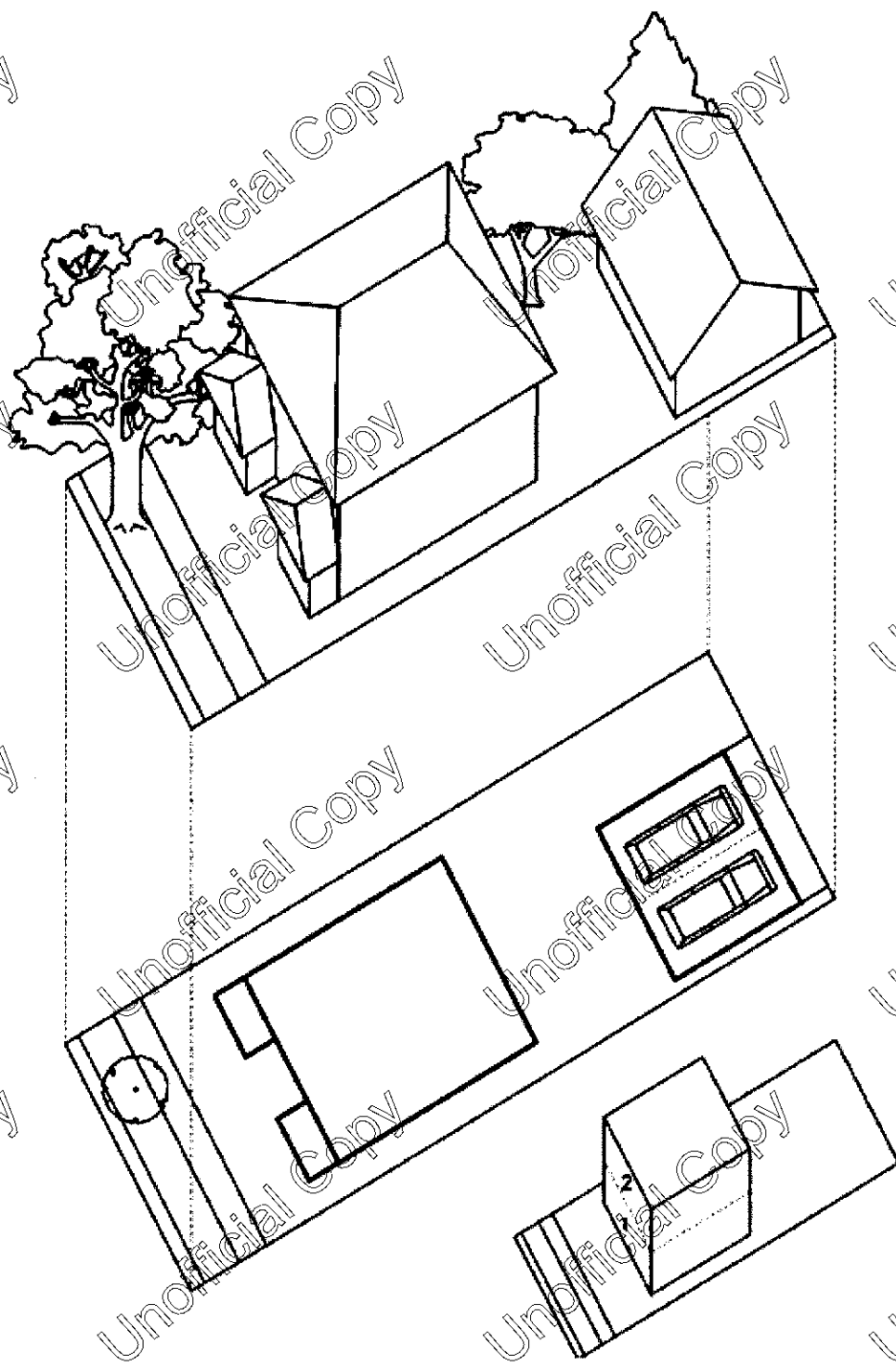
SINGE FAMILY WITH
MOTHER-IN-LAW APARTMENT OVER GARAGE
(CARRIAGE HOUSE)



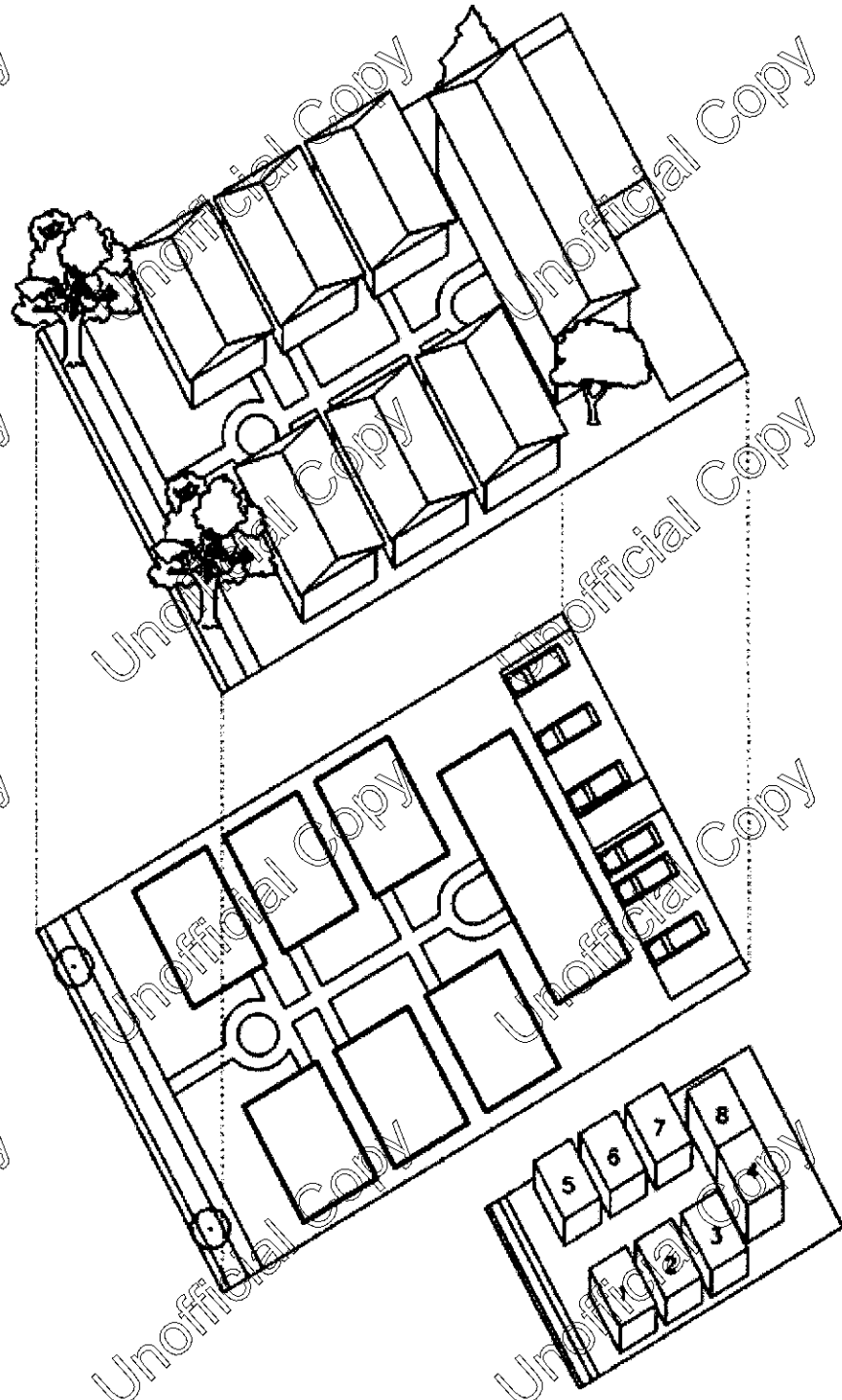
ZERO LOT



DUPLEX SIDE BY SIDE

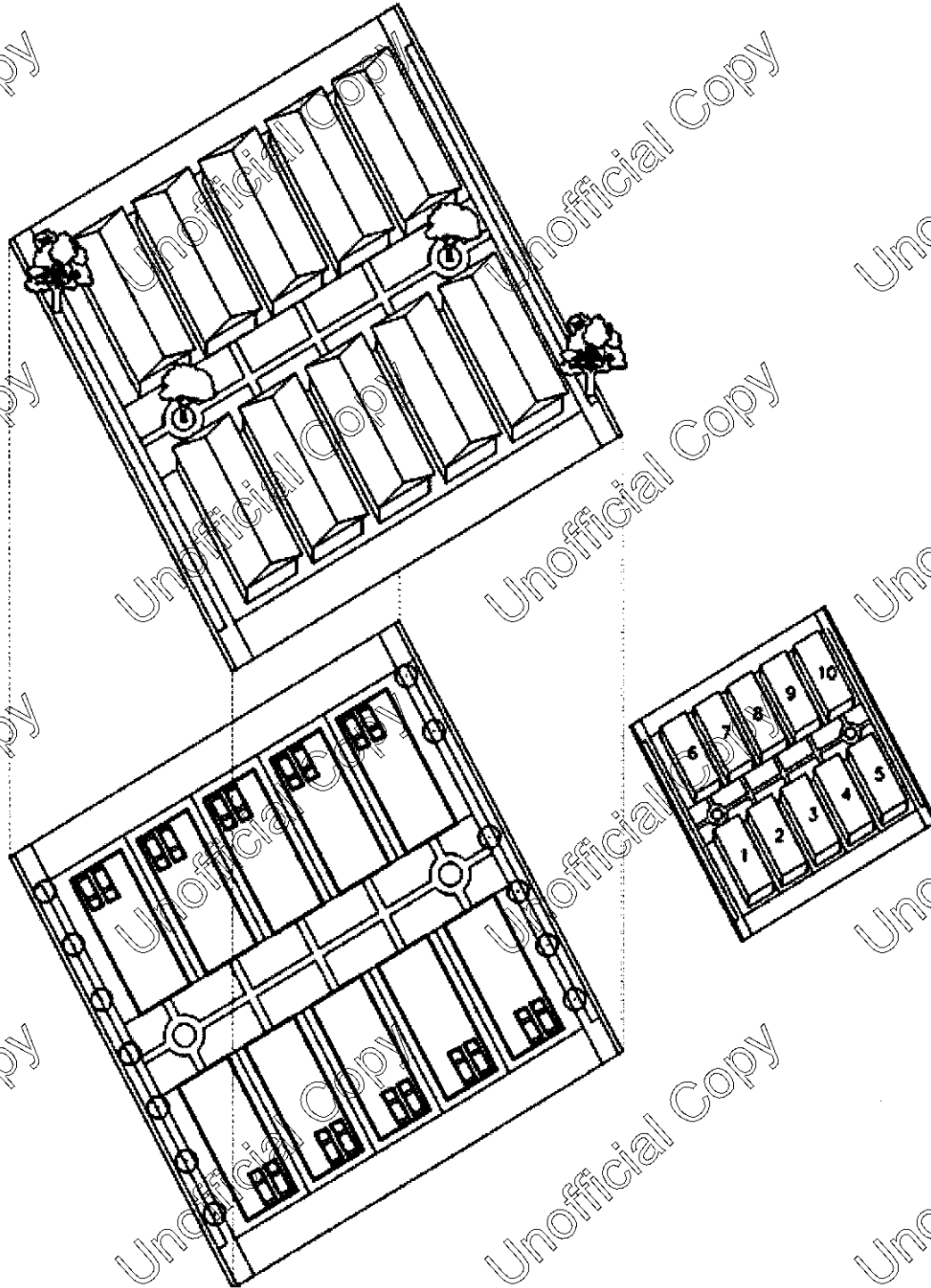


DUPLEX: STACKED

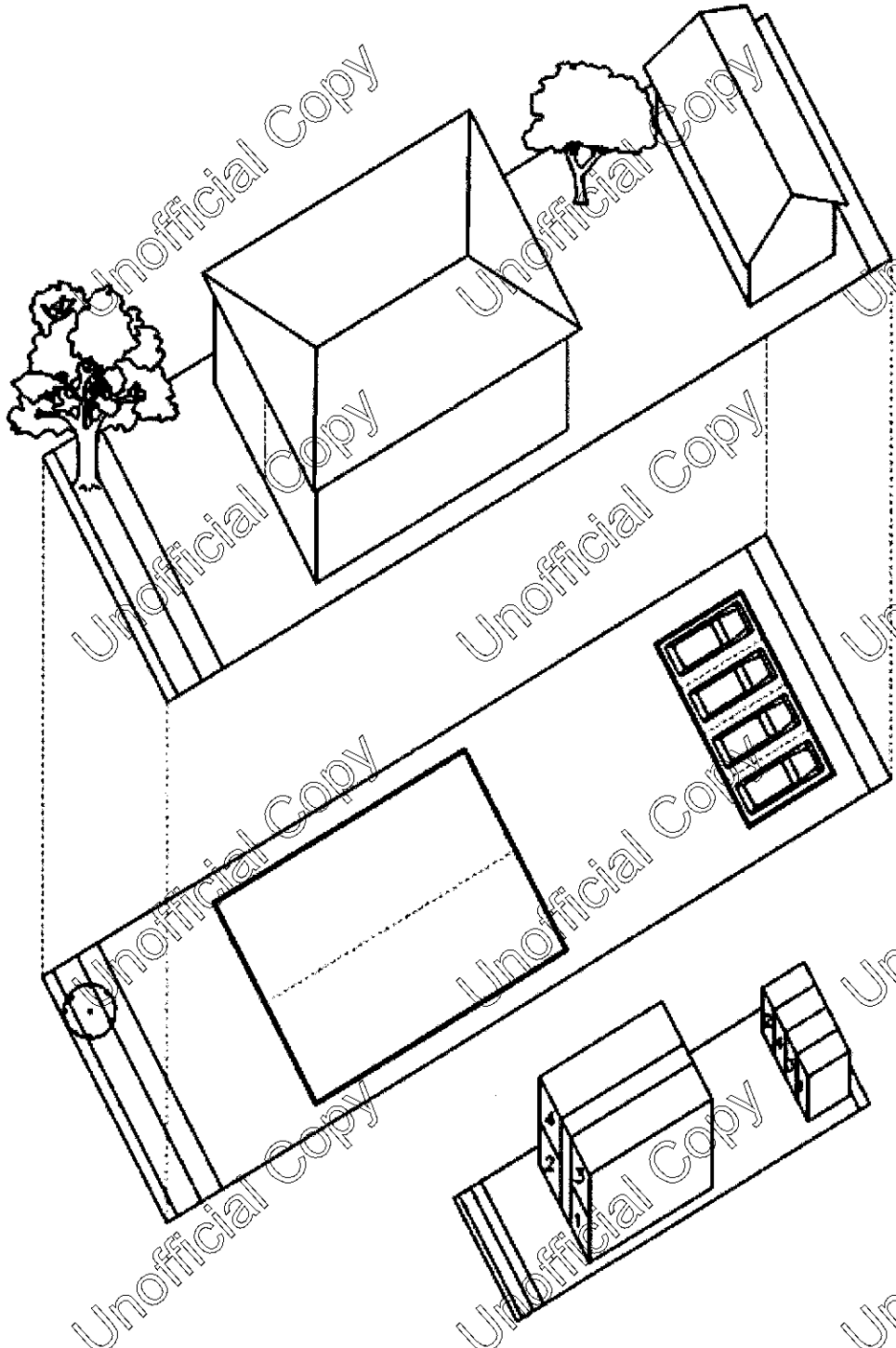


BUNGALOW COURT

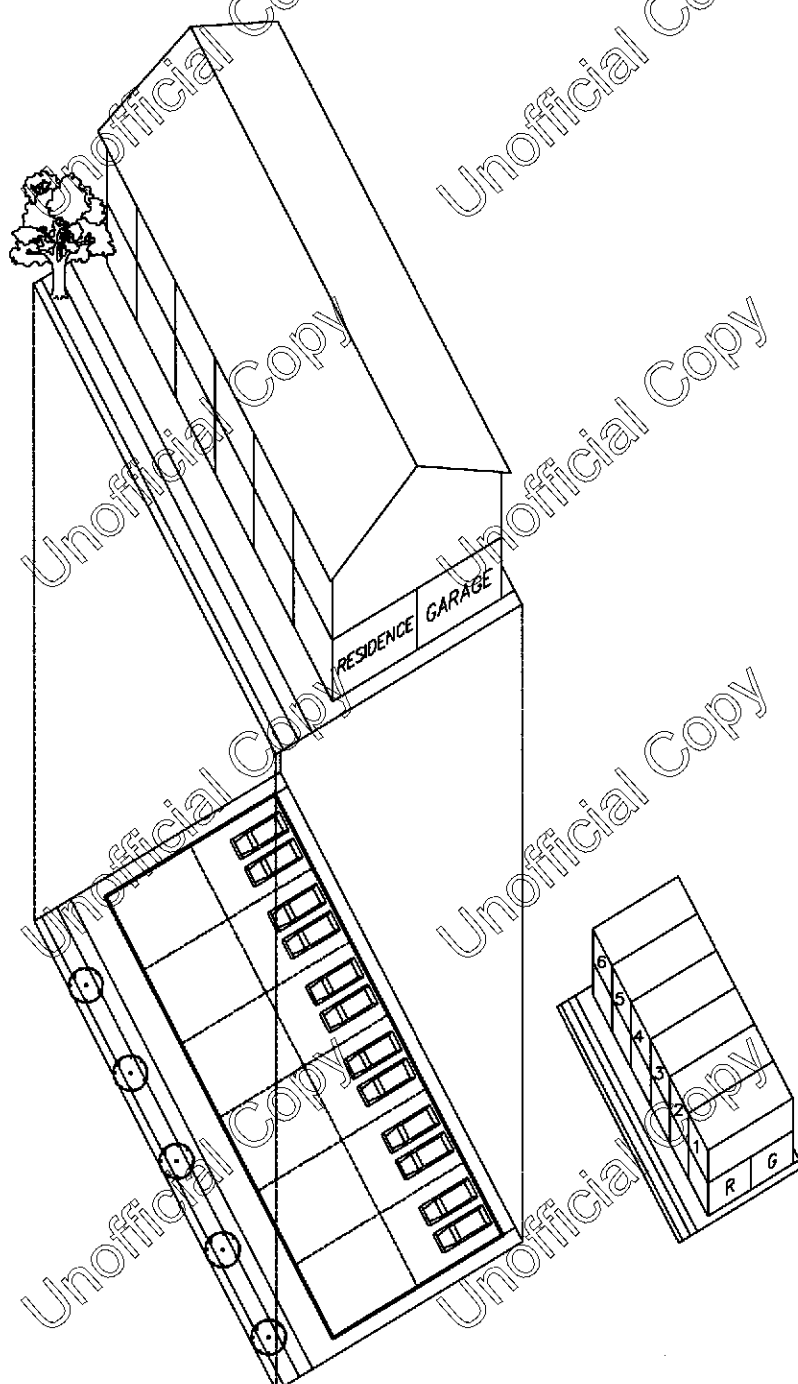
DESERT COLOR - ZONING PLAN



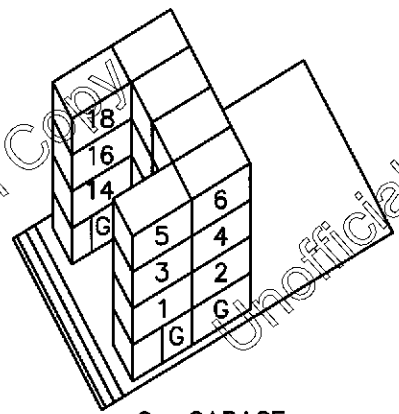
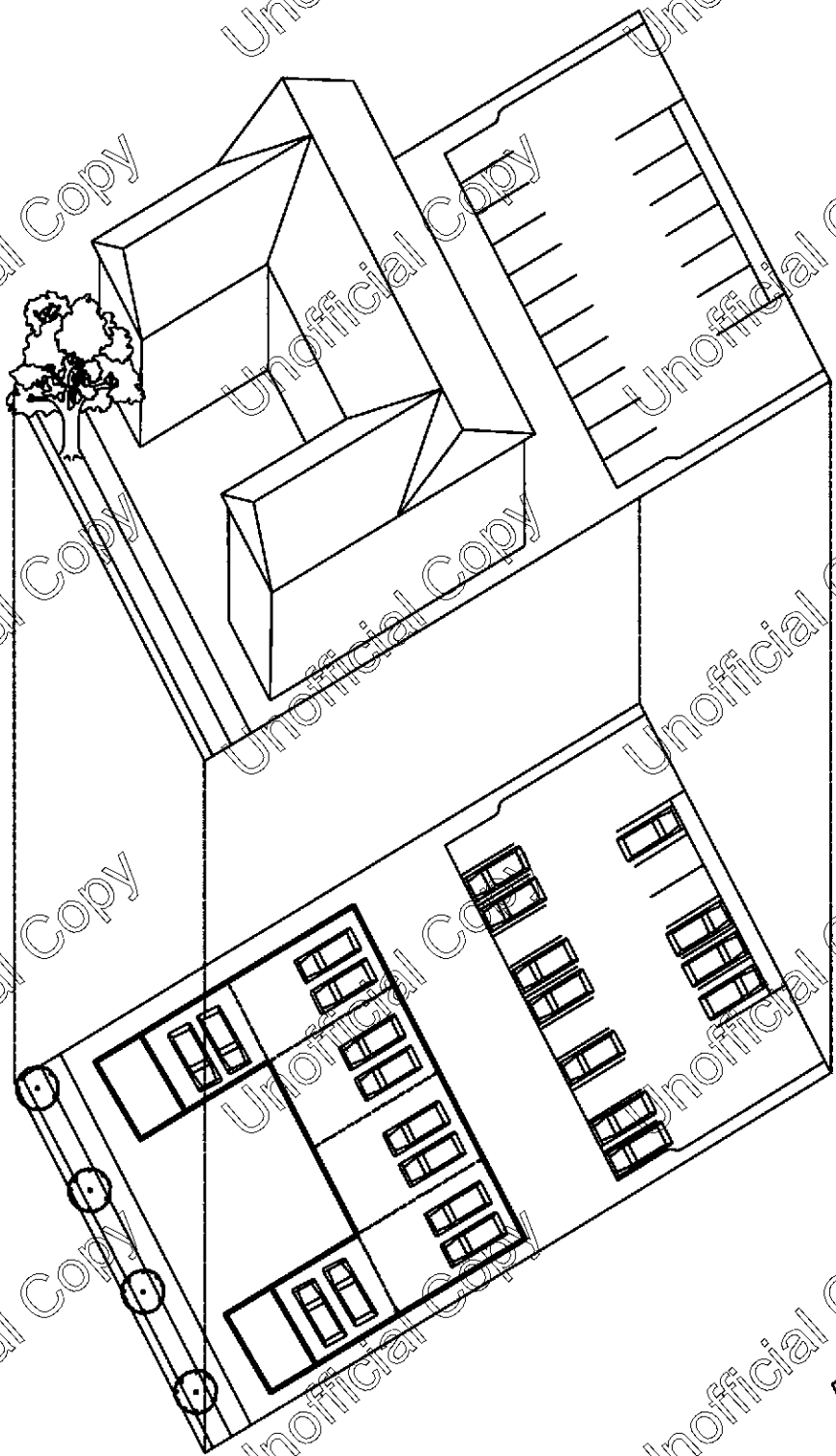
PASEO



FOURPLEX



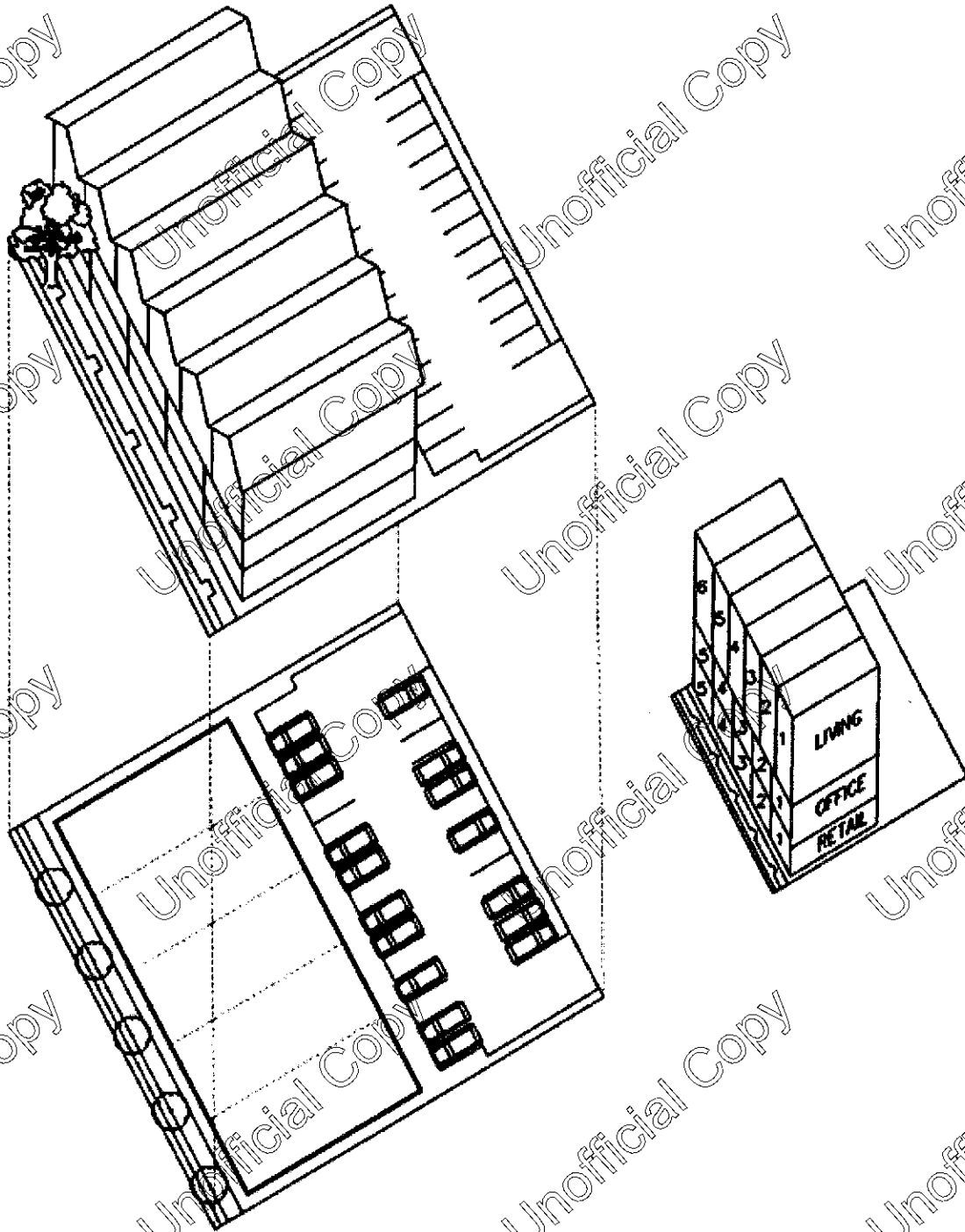
TOWNHOUSE / ROW HOUSE



G= GARAGE

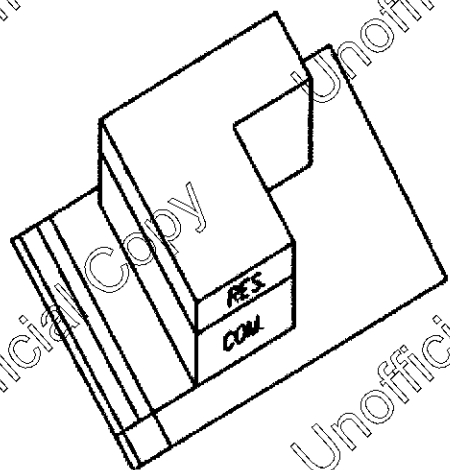
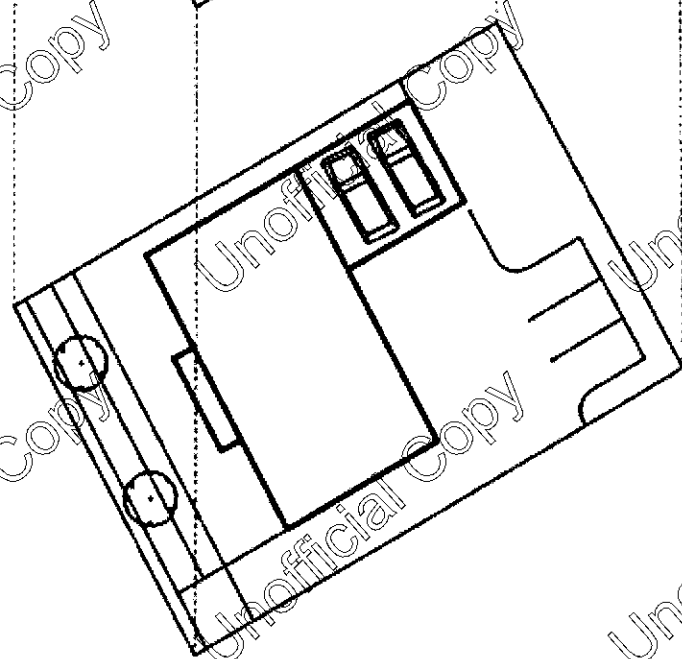
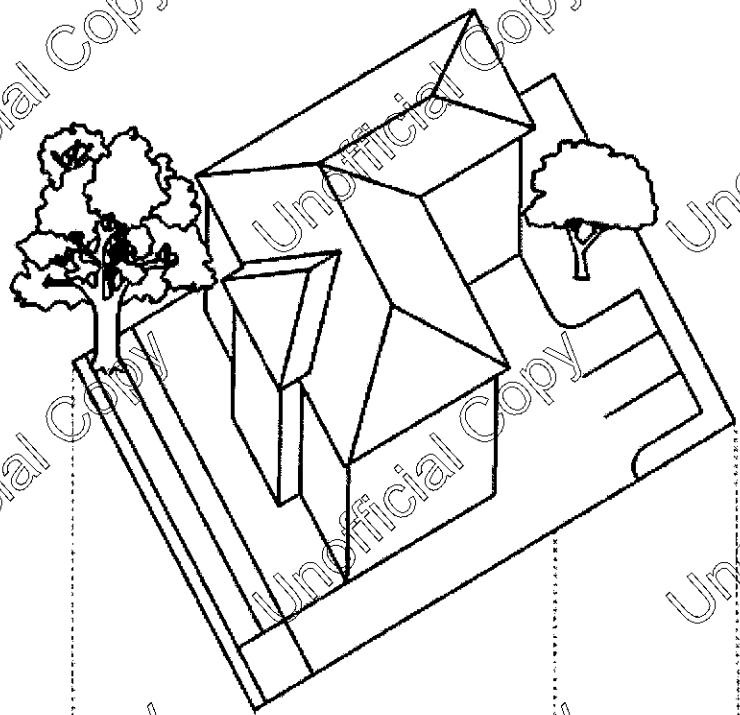
COURTYARD MULTI-FAMILY

DESERT COLOR - ZONING PLAN



MIXED-USE

DESERT COLOR - ZONING PLAN



LIVE-WORK

DESERT COLOR - ZONING PLAN

84 PARKING STANDARDS

Parking standards in City Ordinance, Title 10 Chapter 19 or as amended shall apply unless provided otherwise herein.

Placement: All off-street parking shall be located twenty five feet (25') behind the front line of residential buildings in Neighborhood Edge or Neighborhood General Zones, except as noted below in Front-loading Garages. Parking lots are not a permitted frontage form in Neighborhood Edge or Neighborhood Zones except where parking lots front at civic spaces or similar common space not containing a building form for civic space or similar common space parking purposes only. The parking lot may be either seventy feet (70') wide or thirty percent (30%) of the overall lot frontage, whichever is greater. Notwithstanding the foregoing, commercial structures occupying a corner lot may have a parking lot fronting one side of the lot. A parking lot must be set back at least fifteen feet (15') from the back of sidewalk and screened from the street by a landscaped berm that is at least three and a half feet (3-1/2') high, or a solid masonry fence, or combination of both. If a masonry wall is used, it must be placed at least six feet (6') from back of sidewalk. The masonry wall and or landscape screening density shall be substantial enough to visually buffer the view of parking lot from the public street by at least 50%. Landscape buffers shall adhere to the landscaping standard as outlined in Guideline G.

Access: Off-street parking shall be accessed by lane, alley, or driveway. Lane or alley access to off-street parking is strongly preferred. If covered parking is provided within a garage, each dwelling unit may tandem park, if the garage and tandem parking spaces are associated with the same unit.

Alley garages: Garages accessed from an alley, must be setback a minimum of five feet (5') from the alley. Alley accessed garages must be set back a minimum of twenty feet (20'), measured from the property line fronting the alley, to qualify for tandem parking.

Front-loading garages: Front-loading garages (garage doors facing a public street) with driveway accesses are permitted. However, the width of the front-loading garage facade facing the public street is limited to one third (1/3) of the width of the total dwelling facade and the garage facade must be setback a minimum of twenty-five (25') behind the main building facade. If the front facade has varying front lines, the garage setback is measured from the average of all the front lines. On corner lots, side-loading garages are permitted on the frontage perpendicular to the main building facade, subject to twenty-foot (20') setback requirement. Fifteen percent (15%) of single family lot building forms may reduce the garage facade setback minimum to fifteen feet (15') and/or may allow the width of the front-loading garage facing the public street to be forty percent (40%) of the width of the total dwelling facade.

Required Off-Street Spaces:

- Studio/1 BR: 1.0 minimum
- 2 BR: 1.5 minimum
- 3+ BR: 2.0 minimum
- Minimum 2.0 per 1,000 SF. On-street parking may be allowed to count towards commercial parking requirement only where parking spaces front the commercial lot.
- Guest Parking: For housing projects with a density of six (6) dwelling units per acre or more there shall be provided guest parking spaces in the amount of one guest parking space per five (5) dwelling units. The guest parking spaces shall be located on premises or on the street, where on street parking is provided and within three hundred feet (300') of the dwelling unit it is intended to serve. No on-street parking may be double counted.
- Carriage House: Any carriage house will require one additional off-street parking space.

On-Street Parking: On-Street Parking shall be striped (angled or parallel) when it is adjacent to NG and NE community amenities and civic spaces. On-street parking is encouraged and shall count toward the parking requirements for such uses. All on-street parking fronting the community amenity, civic space and within three hundred feet (300') from such use shall count toward the parking space requirement. No on-street parking may be double counted.

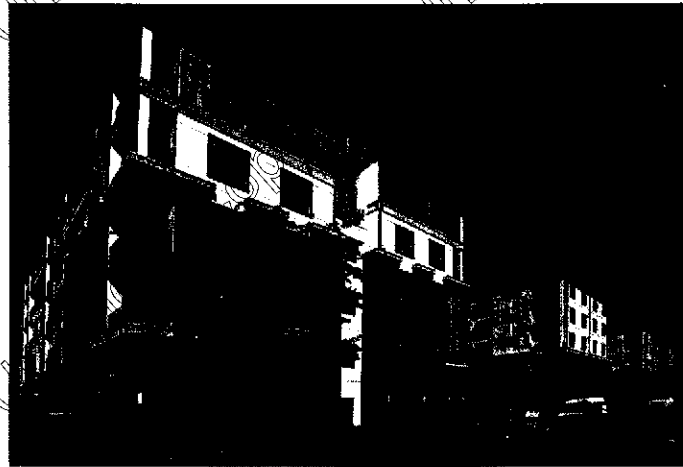
- All 90 degree parking stalls shall be 9' x 18' minimum size.
- All parallel parking stalls shall be 8' x 22' minimum size.
- All parking shall be measured from face of curb.

3.5 ARCHITECTURAL GUIDELINES

3.5.1 BUILDING & STREETScape ELEMENTS

Note: Images depicted herein are for illustrative purposes only depicting specific architectural elements and may or may not meet all requirements as established herein. All commercial buildings and attached residential buildings will be required to submit site plans, illustrative architectural renderings, and material boards as part of the PD Amendment and preliminary plat process.

Guideline A: Architectural Consistency. A building greater than one story should clearly delineate the boundary between each floor of the structure through belt courses, cornice lines, or similar architectural detailing such as changes in materials, window groupings and alignments or repetition of massing or forms.

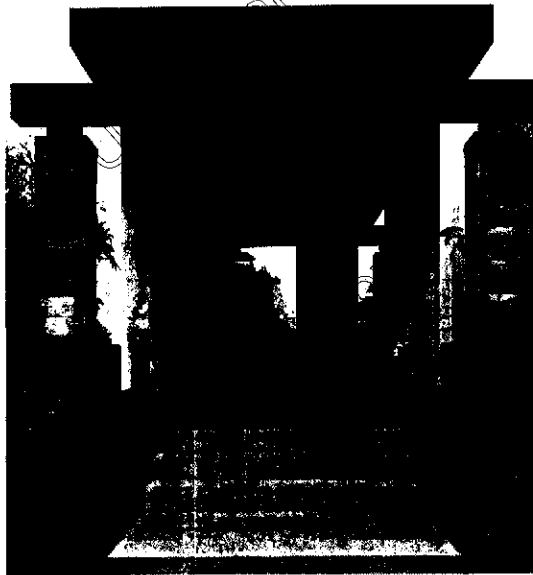


Attached buildings within the same block must maintain consistent cornice lines in buildings of the same height within multi-family, row/townhome, non-residential, or mixed use structures. All building materials shall be high quality, such as brick, stone, stucco over stone, cement clapboard siding, or similar materials. Multifamily buildings require contrasting building materials and textures, variations in roof lines, colors, reveals and belt courses, recessed windows and doors, and strongly expressed window mullions.

Guideline B: Compatibility of Building Forms. A building shall not be more than twice the permitted height of structures which are adjacent or across the street. A commercial or mixed-use building in Neighborhood General must be integrated into its mainly residential setting through scale and appearance. Generally, similar building forms or similar building massing should face across streets, and dissimilar building forms or dissimilar building massing should abut at rear lot lines or across alleys.

Guideline C: Human-Oriented Scale & Design. A building's main entrance shall face a public street or common green, plaza or similar public space and be clearly articulated through the use of architectural detailing. Windows and doors on the front facade of a building should create lines of sight between the building and the street. Doorways, windows, and other openings in the facade should be proportioned to reflect pedestrian scale and movement, and to encourage interest at the street level. All residential forms in the Traditional Neighborhood Zone must incorporate a porch or similar prominent entryway with a minimum grade separation in height of eighteen inches (18") above the back of sidewalk except in Active Adult neighborhoods where the eighteen inch (18") minimum grade separation may be reduced. All residential forms must incorporate a front porch, prominent entryway, stoop, etc. consistent with the architectural style of the residence. All front porches or similar prominent entryways for single family detached residences which face a public street must be a minimum width of one third (1/3rd) of the overall front facade, or twenty feet (20') whichever is less in Neighborhood General and Neighborhood Edge Zones, but Not less than Eighty Square Feet (80'). The depth must be a minimum of eight feet (8') and the width must be greater than or equal to the depth. The eight feet (8') minimum porch depth and eighty square foot (80') requirement may be reduced

for townhouse / rowhouse and courtyard multifamily building forms during the TNZ process with approval by City Council, after recommendation from Planning Commission, if the following findings are present: (a) each dwelling is too narrow to comply with the standard, (b) a reduction maintains the porch usability, design, and architecture form of the TNZ, or (c) reduced setback or ADA access requires otherwise. Long, monotonous, uninterrupted walls or roof planes are prohibited.



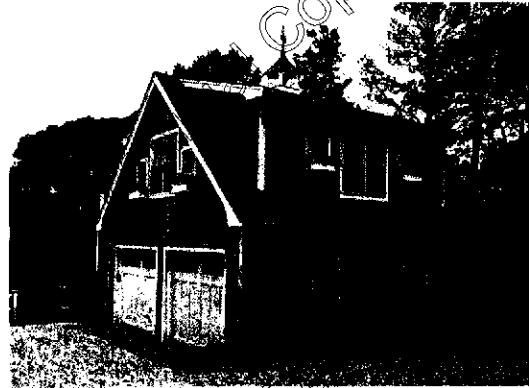
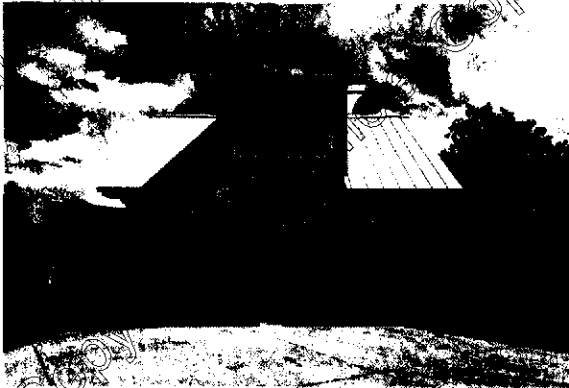
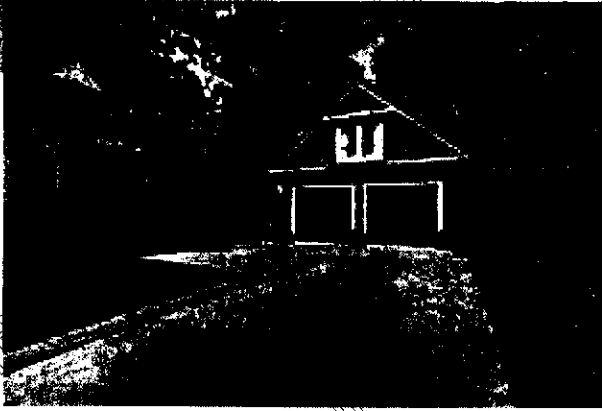
Guideline D: Streetscape Elements. Street lighting and permanent signage shall comply with St. George City Code and Standards, unless otherwise expressed in this Zone Plan or Design Guidelines. Wall, awning, and hanging signs are encouraged. A residential dwelling may have one permanent wall or hanging sign. A wall or hanging sign for residential dwellings shall be limited to six (6) square feet, a wall or hanging sign for commercial within the Neighborhood General shall be limited to seventy two (72) square feet. Residential signs shall not be illuminated and must be the same design as the main structure. A sign may be illuminated in the commercial form and only on the front facade facing the private or public street. Street trees are required in all neighborhood forms. Street trees shall generally be placed in planter strips at intervals of no more than thirty feet (30') on center unless utility placement or other conditions dictate alternative spacing.

Guideline E: Walls and Fencing. Block privacy walls no taller than six feet (6') are permitted in the rear and side yard areas of buildings. Side yard privacy walls must terminate at least ten feet (10') behind the main building facade. A low decorative fence may be placed at the frontage line to set a spatial boundary with the street. Such a fence must be a picket or other type of opaque fence, where at least fifty percent (50%) of the fence is open and shall not exceed forty-eight inches (48") in height.

Guideline F: Accessory Structures, including Carriage Houses and Detached Garages

1. Accessory structures may have zero (0') setbacks from the side and rear property line. No roof shall project across the property line. Stormwater runoff from the building shall not run onto an adjacent property.
2. Main dwelling and accessory buildings must be separated a minimum of six (6) feet but may use breezeways to connect two separate detached structures with a maximum breezeway width of ten feet (10').
3. Accessory structures must meet all building code requirements and be of the same design, material, color, and quality as the main dwelling.
4. Accessory structures other than Carriage Houses and garages are limited to twenty-five percent (25%) rear yard coverage. Carriage Houses are limited to the square footage of the garage over which they are built. Detached garages and Carriage Houses are limited to fifty percent (50%) rear yard coverage.
5. Accessory structures other than Carriage Houses are limited to one (1) story and an overall height of twenty feet (20'). Carriage Houses are limited to two (2) stories with an overall height of twenty five (25') feet. In all instances, a Carriage House cannot exceed the maximum height of the main residence.
6. Carriage houses are permitted to have a full kitchen with cooking facilities. Carriage Houses may be rented to a tenant, so long as the minimum term of the rental is at least ninety (90) days or greater in TNZ-Residential NG and NE zoned areas and the primary residences on the lot is owner occupied. Carriage house overnight rentals are allowed in TNZ Resort Zoned areas regardless of whether or not the owner occupies the primary residence on the lot. Single family lots containing carriage houses must include a note on the final plat stating approved use with deed restriction stating owner occupied restriction for the TNZ Residential NG and NE zoned areas. The Desert Color Master Association or Sub-neighborhood association shall be primarily responsible for policing compliance with these restrictions.
7. Subdivision plats shall note where Carriage House uses are permitted.
8. Any accessory building placed over a utility easement shall require written approval from the joint utility committee;
9. If provided, the standards outlined in this Guideline F supersede inconsistent provisions of the St. George City Code, Section 10-14-12, as amended.

Guideline G: Landscape Standards. All landscaping must comply with St. George City Code Title 10 Chapter 25 or as amended, and commercial forms must comply with 10-25-4 or as amended, unless otherwise specified in the landscape standards of this Zone Plan unless the area is occupied with a building. A landscape strip at least fifteen feet (15') wide must exist along the right of way of any property facing a public street, unless the area is occupied with a building, a driveway, a pedestrian walkway, plaza or other pedestrian space providing access to a commercial use.

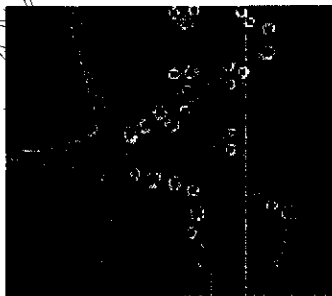


TYPICAL CARRIAGE HOUSE STYLES

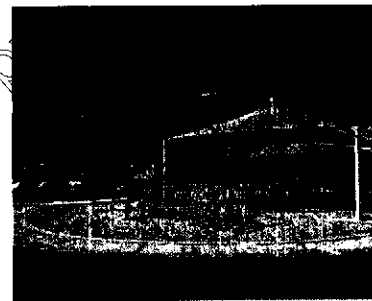
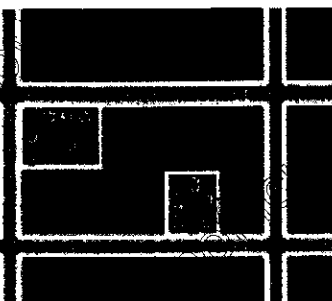
3.6 CIVIC SPACES

In order to be considered for the required Civic Space, the area must be usable and not located in a flood plain, floodway, erosion hazard boundary, or hillside with slopes greater than 20%. All Civic Space must be approved as part of the TNZ.

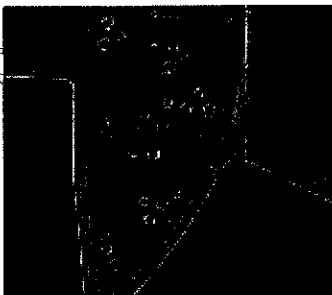
a. **Park:** an improved space available for structured and unstructured leisure and recreation. A park may be independent of surrounding building frontages. Its landscape shall consist of paths and trails, rock or other topographical features, meadows, water bodies, woodland, and open shelters, combining naturalistically disposed land and improved park space together.



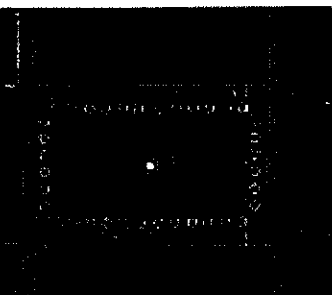
Parks may be linear, following the trajectories of natural corridors and designed for passive relaxation, resting, or as a playground equipped for recreation. Parks are not required to have play equipment, but all parks within each neighborhood shall offer a diverse mix of passive or active recreation and be interspersed within a block or incorporated into the neighborhood.



b. **Green:** A smaller natural preserve for unstructured leisure and recreation. A green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed, and minimal park furniture.



c. **Square:** An open space available for unstructured recreation and civic use. A square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares should be located at the intersection of important thoroughfares.



In a TNZ-NE Residential or TNZ-NE Resort Zone, unless overall density exceeds five (5) dwellings per acre, there is no minimum civic space required in a neighborhood edge traditional neighborhood zone. If densities in these two zones are greater than five (5) dwelling units per acre, then a minimum of five percent (5%) usable civic space is required. Civic space must be included in the project phasing plan and approved with the zone change. It is intended that the civic space be built concurrently with the development and must be constructed prior to forty percent (40%) of the dwelling units being constructed. If the project proposes more than one civic space, the city council, with recommendation from the planning commission, shall determine the appropriate phasing of any

additional civic space. The designated civic space shall be within three hundred fifty feet (350') of the geographic center of the neighborhood unless otherwise approved during the zone change process.

In a TNZ-NG Residential and TNZ-NG Resort Zone, a minimum of five percent (5%) of its area shall be designated as usable civic space. Civic space must be included in the project phasing plan and approved with the zone change. It is intended that the civic space be built concurrently with the development and must be constructed prior to forty percent (40%) of the units being constructed. If the project proposes more than one civic space, the city council, with recommendation from the planning commission, shall determine the appropriate phasing of any additional civic space.

3.7 Public Neighborhood and Community Parks

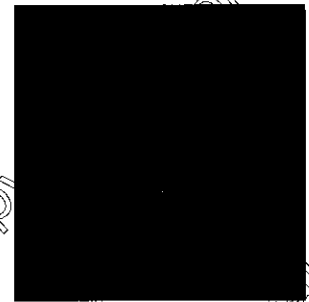
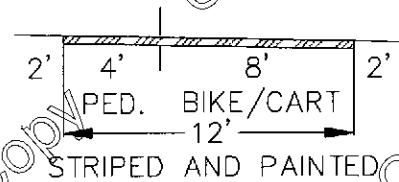
In addition to the Civic Spaces developed, owned and maintained by the Developer, public park areas are intended to be developed by the City in sizes and quantities as determined by the City. Public park areas shall consist of either:

- Neighborhood Parks are fully developed public park areas ranging in size between four (4) and ten (10) acres in size which are built, owned and maintained by the St. George City. The overall size, programming and number of Neighborhood Parks shall be determined by the City.
- Community Parks are fully developed public park areas that are (10) acres plus in size which are built, owned and maintained by the St. George City. The overall size, programming and number of Community Parks shall be determined by the City.

3.8 Trails

There are several types of trailways proposed to be built throughout the Desert Color Community. Trailways will include:

- Private Regional Trails with Public Access - to be built, owned and maintained by the Developer as where located on Exhibit 1-16 Private Regional Trails with Public Access. The Private Regional Trails with Public access shall connect the Desert Color Community public facilities and parks to the greater St. George City Regional Trail System. The Private Regional Trail with Public Access are intended to accommodate multiple purposes includes golf carts. The trailway shall be built per the trail section defined in Exhibit 1-17 Private Regional Trail with Public Access Trail Design.
- Private Multi-Use Paved Trail Along Roadways with Public Access - to be built, owned and maintained by Developer along arterial and collector roadways where located on Exhibit 1-16 Private Regional Trails with Public Access. The Project Multi-Use Paved Trail Along Roadways will replace the standard sidewalk on one side of the arterial and collector street and have a unrestricted public access and utility easement. These trailways are intended to accommodate multiple purposes including golf carts and shall be built to the same standard as the Private Regional Trail with Public Access as defined in Exhibit 1-17 Private Regional Trail with Public Access Trail Design.
- Private Project Multi-Use Trails Paved or Natural Surface - to be built, owned and maintained by Developer throughout the community generally in the areas as shown on Exhibit 1-16 Private Regional Trails with Public Access providing access to Open Space areas, Civic Spaces, and Public parks. These trailways will be designed and built to accommodate the desired level of use.



1-17 PRIVATE REGIONAL TRAIL WITH PUBLIC ACCESS TRAIL DESIGN

3.9 NEIGHBORHOOD EDGE AND NEIGHBORHOOD GENERAL SUMMARY FORM TABLE

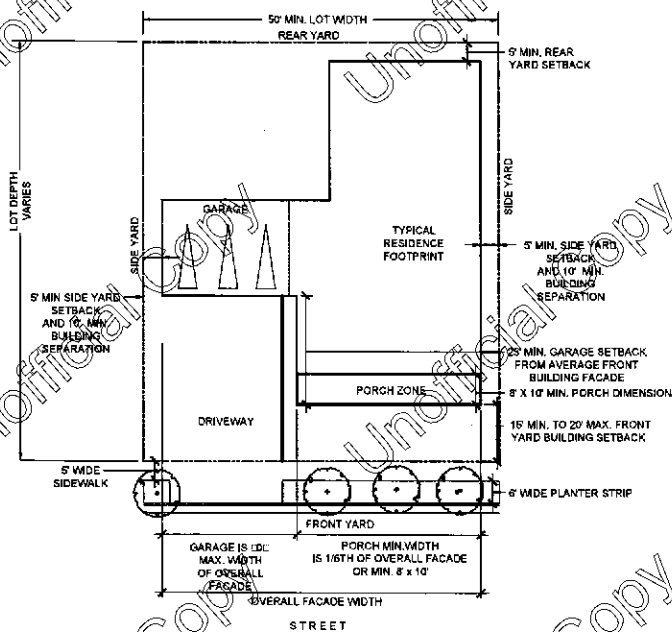
	NE Residential) Neighborhood Edge	NG (Residential and Resort) Neighborhood General
a. BLOCK SIZE		
Block Perimeter	2,400 ft. max.	2,000 ft. max.
b. YARD DISPOSITION (Chapter 3.3.1)		
Edgeyard	permitted	permitted
Sideyard	permitted	permitted
Rearyard	not permitted	permitted
c. FRONTAGES (Chapter 3.3.2)		
Frontyard	permitted	not permitted
Porchyard	permitted	permitted
Dooryard	not permitted	permitted
Forecourt	permitted	permitted
Scoop	not permitted	permitted
Shopfront	not permitted	permitted
Parking Lot (side yard permitted in NG only)	not permitted	permitted
d. BUILDING FORMS (Chapter 3.3.3)		
Single Family Home	permitted	permitted
Duplex (Twin or Stacked)	permitted	permitted
Row/Town House	not permitted	permitted
Bungalow Court/Paseo	permitted	permitted
Stacked Multifamily (12 DU/12,000 s.f. max.)	not permitted	permitted
Carriage House	permitted	permitted
Mixed-Use Building (8,000 s.f. max.)	not permitted	permitted
Neighborhood Commercial (10,000 s.f. max.)	not permitted	permitted
e. BUILDING HEIGHT		
Main Building	40' max.	50' max.
Accessory Structures	25' max.	25' max.
Carriage House	25' max.	25' max.
f. SETBACKS, MAIN BUILDING (min./max. in feet, measured from property line)		
Front (Main Residence)	15' min / 20' max	5' min / 10' max
Garage (Behind Main Building Facade)	25' min	25' min
Side	5' min / no max	0' / 12' max
Side (Public Street)	10' / no max	0' / 12' max
Rear	5'	5'
Building Separations	10' min	6' min
g. MINIMUM SETBACKS, Accessory Structures		
Front	25' behind main building facade	25' behind main building facade
Side	0'	0'
Rear	0'	0'
Alley Garage	5'	5'

3.9 NEIGHBORHOOD EDGE AND NEIGHBORHOOD GENERAL SUMMARY FORM TABLE CONTINUED

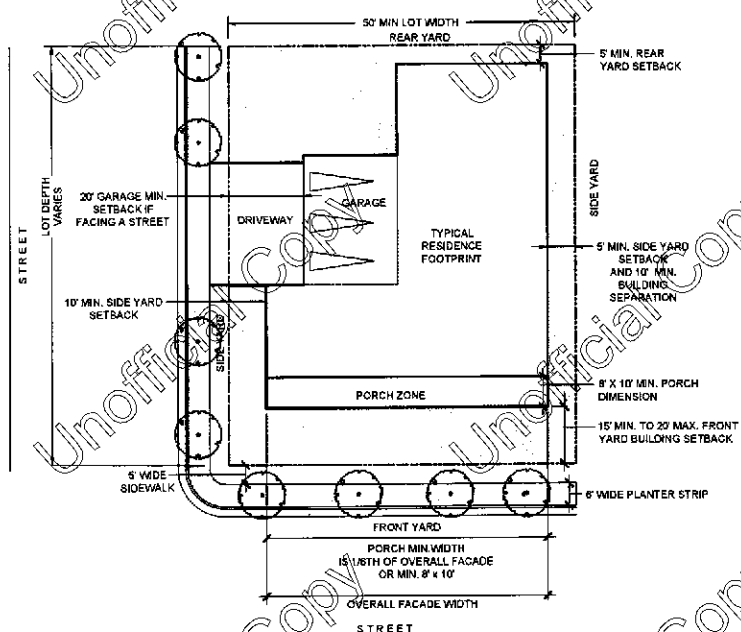
NE
 (Residential)
 Neighborhood Edge

G
 (Residential and Resort)
 Neighborhood General

h. LOT OCCUPATION			
Minimum Lot Width	50'	18'	
Maximum Lot Width	No max	No max	
Lot Coverage	60% max.	75% max.	
i. CIVIC SPACES (Chapter 3.6)			
Green	permitted	permitted	
Square	permitted	permitted	
Park	permitted	permitted	
Public Neighborhood and Community Park	permitted	permitted	
j. Parking Lot			
	permitted	permitted	

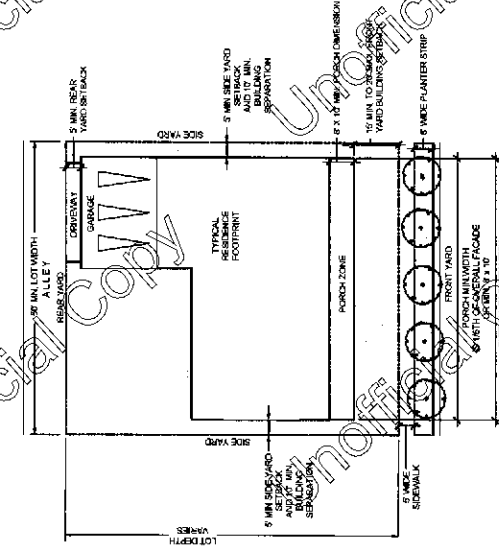


TYPICAL NEIGHBORHOOD EDGE
 SINGLE FAMILY LOT LAYOUT WITH
 GARAGE FACING PUBLIC STREET

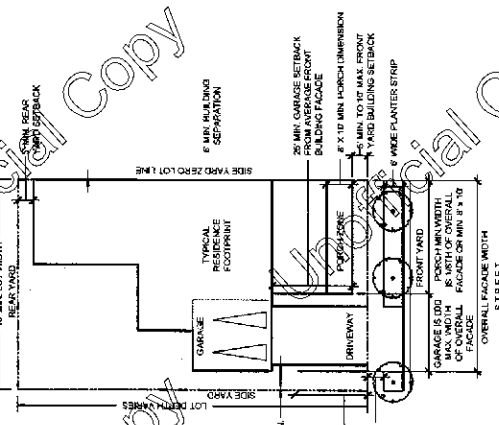


TYPICAL NEIGHBORHOOD EDGE
 SINGLE FAMILY LOT LAYOUT SIDE
 LOADED GARAGE ON CORNER LOT

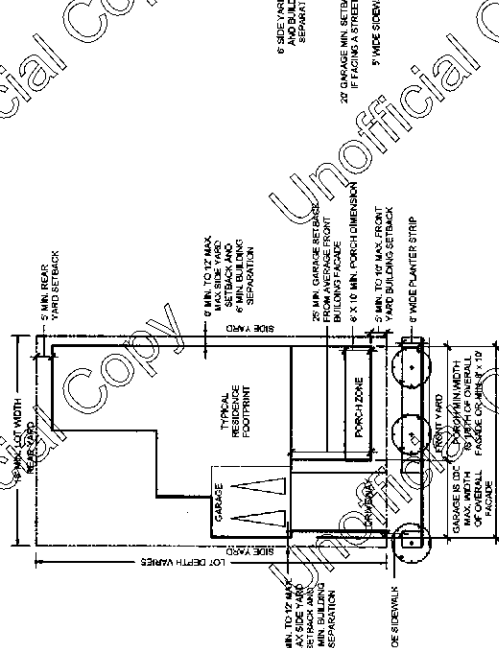
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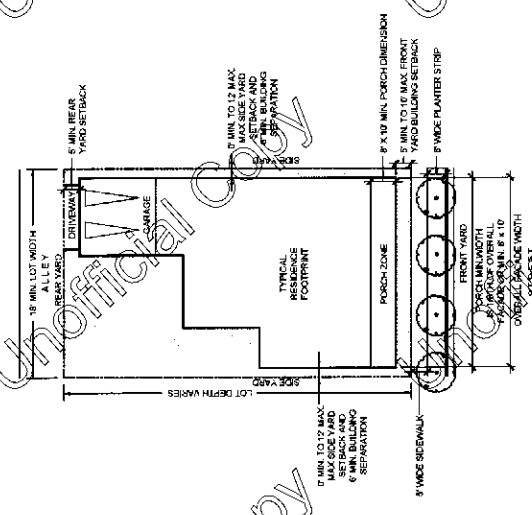
TYPICAL NEIGHBORHOOD EDGE SINGLE FAMILY LOT LAYOUT WITH ALLEY LOADED GARAGE



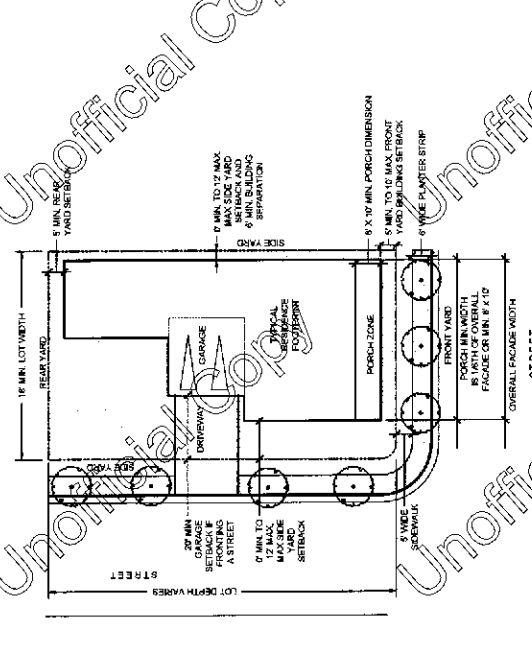
TYPICAL NEIGHBORHOOD GENERAL ZERO LOT LINE SINGLE FAMILY LOT LAYOUT WITH GARAGE FACING PUBLIC STREET



TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT WITH GARAGE FACING PUBLIC STREET



TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT WITH ALLEY LOADED GARAGE



TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT SIDE LOADED GARAGE ON CORNER LOT

4.0 PLANNED DEVELOPMENT - COMMERCIAL

4.1 DEVELOPMENT STANDARDS:

A. Land Coverage: The maximum land coverage for commercial, mixed-use and residential buildings is not limited, but must meet setback, landscaping and parking requirements as set forth herein.

B. Setbacks:

1. Front Yard:

a. The front yard setback shall be twenty feet (20') along a public street for any commercial building.

b. For commercial developments, the front yard may be used as a parking lot when a minimum of a fifteen foot (15') landscape buffer is provided against all public streets. Refer to Exhibit 1-10 - Typical Planned Development Commercial "PD-C" and Mixed-Use Site Plan for an example of parking lot frontages.

2. Side Yard: The requirement for the side yard along a public street shall be the same as for the front yard along a public street. The side yard along public streets may be used as a parking lot when a minimum of a fifteen foot (15') landscape buffer is provided against all public streets. Interior side yard setbacks shall be ten feet (10') with the following exceptions:

a. No setback shall be required between a planned development zone and an adjacent commercial or industrial zone.

b. No setback is required between adjacent PD commercial/manufacturing buildings located in the planned development zone.

c. The interior side and rear yard setbacks shall be increased to twenty feet (20') for buildings with two (2) or more stories when directly adjacent to a single family residential use.

3. Rear Yard: zero feet (0') for commercial developments, unless rear yard is adjacent to a single family residential use or a different setback is required by the planning commission. Twenty feet (20') required if rear yard fronts a public street.

C. Parking Requirements: The requirements of Title 10 chapter 19 or as amended St George Municipal Code shall apply or as otherwise stated in this zoning guidelines.

On-Street Parking: On-street parking shall be striped (angled or parallel) adjacent to commercial, mixed-use or residential buildings. On-street parking is encouraged and shall count toward the parking requirements for such uses. All on-street parking located within the Town Center fronting a commercial, mixed-use or residential lot shall count toward the parking space requirement.

All 90-degree parking stalls shall be 9' x 18' minimum size.

All parallel parking stalls shall be 8' x 22' minimum size.

All parking shall be measured from face of curb.

Required Off-Street Spaces for residential uses in mixed-use buildings include:

- Studio/1 BR: 1.0 minimum
- 2 BR: 1.5 minimum
- 3+ BR: 2.0 minimum

D. Signs and Advertising: See Section 7.0 of this Zone Plan document.

E. Height Regulations: No building shall be erected to a height greater than fifty-five feet (55') unless specifically approved. PD Amendments may allow greater building heights in the town center commercial or sub-neighborhood commercial area and shall be reviewed as part of a PD Amendment.

F. Fences: The requirements of the fence ordinance apply per St. George Municipal Code Title 10 Chapter 18 or as amended, unless otherwise stated in this zoning plan. (1998 Document § 17-6)

G. Landscaping:

1. Commercial properties within the planned development zone shall comply with Title 10 Chapter 25 or as amended St. George Municipal Code, unless otherwise stated in this Zone Plan.

These PD-C development standards incorporate the established or as may be amended regulations regarding Outside Storage, Trash, Junk, Inoperable Vehicles, Vessels, and Similar Items, Solid Waste Storage Facilities Protection of Residential Property, Maintenance and Permitted Use Designation shall be adhered to.

4.2 MIXED-USE STANDARDS IN THE PD-C ZONE

1. Mixed-use commercial and residential uses are permitted in the PD-C Zone. The purpose of mixed-use development is to combine residential and commercial uses in order to provide housing opportunities in close proximity to retail, office, civic, and related uses. Mixed-use development promotes a pedestrian-friendly environment and more compact development. Mixed-use development projects shall follow the following process and meet the following requirements:

a. All development projects seeking approval for mixed-uses in the PD-C Zone must be new construction, and submit a detailed site plan pursuant to section St. George City Code 10-1-7 or as amended of the showing that particular phase of the PD-C zoned development project and showing the added specificity requirements of this section. Proposed building elevations, along with an exhibit showing exterior building materials and colors, also shall be provided. All projects are subject to design standards review and recommendation by the Desert Color Design Review Committee, the Planning commission, and approval by the land use authority. In granting such approval, the land use authority may impose and enforce such specific conditions as to the site plan, orientation of the buildings to the public or private street(s), phasing, building construction, and maintenance as it deems necessary to protect the health, safety, and welfare of the residents of the city. All development projects shall comply with the site plan as approved and adopted by the land use authority.

b. The entire ground floor of any building in the PD-C zone shall only have commercial uses, except as provided in this section or in areas designated as Horizontal Mixed-Use Overlay.

c. Residential use shall be located above the ground floor commercial use. Allowed residential density shall be determined by the detailed site plan and subject to all approvals as outlined in 1.a of this section.

d. The requirement that the ground floor be limited to only commercial use may be altered to allow residential use only if all of the following conditions are met:

(1) The view of the ground floor is obstructed from the public street by the building's location in the interior of the project, obstruction from public street view by other buildings in the project, or it is obscured by a 20' landscape buffer along public streets; and

(2) A minimum of fifty percent (50%) of the ground floor area within the overall PD-C Zone shall be for commercial uses. Commercial floor area above the ground floor may be used to satisfy this fifty percent (50%) requirement; and

(3) For buildings that are perpendicular to a public street so that the majority of the building is not adjacent to the public street, the end of the building adjacent to the public street must have commercial uses on the ground floor but may have residential use on the remainder of the ground floor that is not oriented toward the public street, if the project complies with the other conditions provided in this section.

e. If the project is built in phases, each phase shall be all commercial or may include a mix of commercial and residential use. No phase shall be solely residential, except in Horizontal Mixed-Use Overlay area(s), or unless twenty percent (20%) of the required commercial area in the overall PD-C has been built in previous phases.

2. All projects must meet the design standards set forth below:

a. Minimum height of ground level commercial use shall be twelve feet (12') floor to ceiling.

b. The front building facade and main entrance to all buildings shall be oriented toward and parallel to the public or private street. The setbacks for buildings adjacent to a public or private street shall be a minimum of zero feet (0') to a maximum of twenty feet (20') from the property line except:

(1) The setbacks may be increased as necessary to allow room for outdoor seating areas, landscaping, or other similar pedestrian and customer amenities.

(2) Interior buildings may be allowed without frontage on a public or private street if it is not possible to fit a building parallel to the street, all other requirements have been met, and the depth and size of the property and best use of the property would prevent all buildings from having frontage on a public street.

(3) All buildings adjacent to a public or private street shall have primary frontage oriented toward the public or private street and shall have a design typical of a commercial building front with integrated style features compatible with other street facing buildings in the project including a significant entryway.

c. Building facades shall have architectural variations such as:

(1) Contrasting building materials and textures

(2) Variations in roof lines, colors, reveals and belt courses

(3) Recessed windows and doors, strongly expressed window mullions, and awnings

(4) Varying building setbacks from property lines and alcoves, outdoor sitting areas, and small public plazas

(5) Corner towers, cupolas, corner clock towers, corner spires, balconies, and colonnades

d. Buildings located on corners shall have the front facade wrap around the corner to the full depth of the building.

e. Awnings will be allowed provided that the building is designed to allow awnings and/or are part of the initial design. Awnings shall have a minimum eight foot (8') head clearance and shall not project away from the building more than half the distance from the building to the street, or no more than 8 feet (8'), whichever distance is less. Awnings shall be constructed of metal and/or high quality fire resistant architectural fabrics. Vinyl awnings shall not be permitted.

f. Mixed-use building heights above fifty-five feet (55') will be reviewed as a PD Amendment.

a. Parking lots adjacent to public streets are permitted as such they follow the standards set forth in section 4.1.B.1.b of these PD-C standards. For buildings fronting a public or private street, all parking shall be located to the rear or side of buildings, or may be located below grade (underneath building). Buildings located in the interior of the project may have the parking area on any side of the building, as per the approved site plan. Underground parking will be permitted provided that such parking is accessible from the side or rear of the development and not from the primary public street. All projects must comply with the parking requirements for commercial and residential uses specified in Title 10 chapter 19 or as amended of the St George City Municipal Code. Refer to Exhibit 1-10 - Typical Planned Development Commercial "PD-C" and Mixed-Use Site Plan for an example of parking lot frontages.

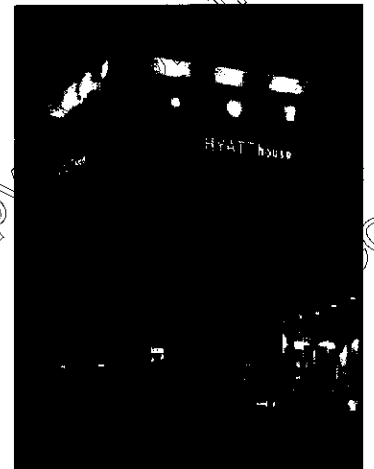
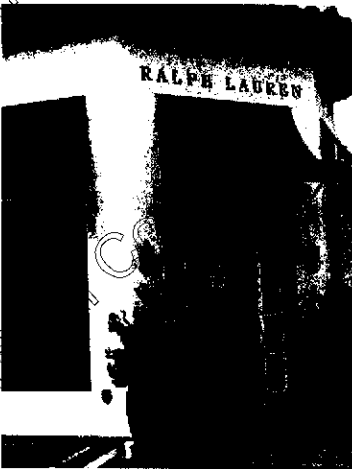
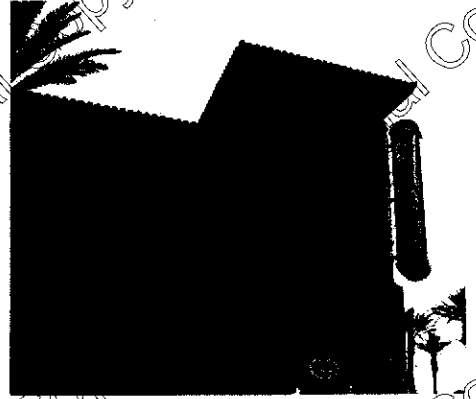
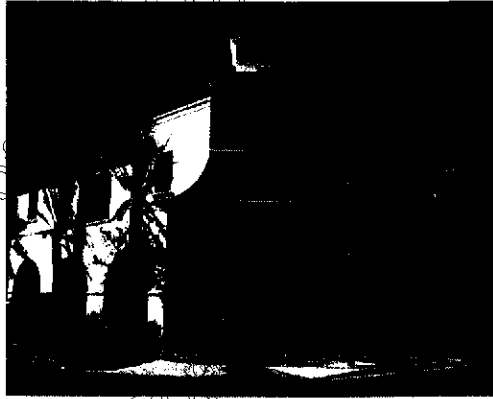
g. Parking structures will be permitted provided that the parking structures meet the minimum set back standards as set forth in section 4.1.B.1.b of these PD-C standards, and are not taller than the proposed adjacent buildings.

h. Mixed-use developments shall provide a minimum of twenty percent (20%) of the total site area in landscaping, which may include recreation facilities such as playgrounds, outdoor pools, tennis courts, and basketball courts. No more than half of the total required landscape area may consist of recreation facilities. The overall landscape requirement of twenty percent (20%) is provided as a gross amount of all mixed-use areas, and may not be required in each individual mixed-use phase area. Other than the minimum landscape area requirements, which are set above, the landscape standards in Chapter 25 of this title shall apply.

4.3 PLANNED DEVELOPMENT - COMMERCIAL SUMMARY FORM TABLE

Minimum Setback Requirements	Mixed-Use Buildings	Commercial Buildings
Front (Public Street)	0' min. / 20' max.	20 ft.
Front (Private Drive Lane or Parking)	0 ft.	0 ft.
Porte-Cochere	0 ft.	0 ft.
Side (Public Street)	0' min. / 20' max.	20 ft.
Side (Private Drive Lane or Parking)	0 ft.	10 ft. (with exceptions)
Rear (Public Street)	0 ft.	20 ft.
Rear (Private Drive Lane or Parking)	0 ft.	0 ft.
Maximum Building Height		
Standard Max.	55 ft.	55 ft.
Landscaping Requirements		
Fronting any Public Streets	0'	15 ft. buffer
Ground floor residential units facing a public street	20 ft. buffer	20 ft. buffer
Within parking lot(s)	5%	5%
Adjacent to single family residential use minimum plus additional setback for commercial or mixed-use buildings over 15' in height	10' buffer plus one additional foot for each foot of building height over 15'	10' buffer plus one additional foot for each foot of building height over 15'

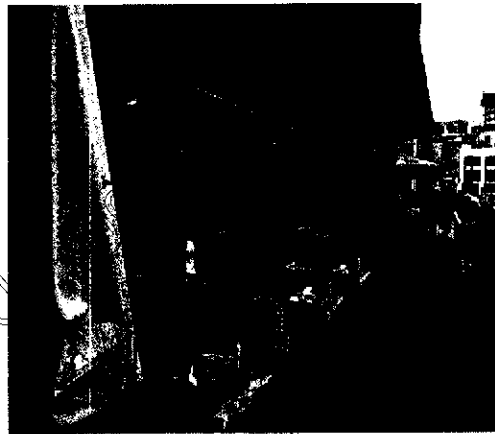
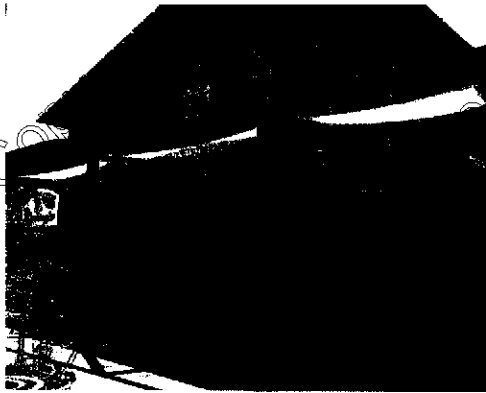
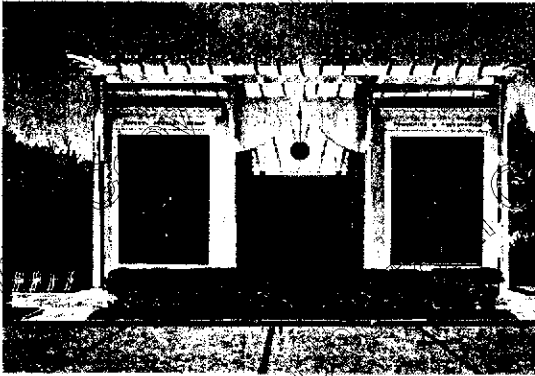
PD-C ARCHITECTURE STYLE



Typical PD-C architectural styles acceptable to be used in the town center commercial and neighborhood commercial areas.

Note: Images depicted herein are for illustrative purposes only depicting specific architectural elements and may or may not meet all requirements as established herein. All commercial, mixed-use buildings and attached residential buildings in the PD-C zones will be required to submit site plans, illustrative architectural renderings, and material boards as part of the PD Amendment and preliminary plat process.

4.4 PD-C ARCHITECTURE STYLE (CONT.)



DESERT COLOR - ZONING PLAN

DESERT ARCHITECTURE STYLE (CONT.)



Note: Tents and temporary vendor uses illustrated herein shall be located in civic space plazas during special events only. No street permanent street vending will be allowed.

5.0 ARCHITECTURAL STYLE

5.1 COMMUNITY VISION

Note: Images depicted herein are for illustrative purposes only depicting specific architectural elements in each architectural style and may or may not meet all requirements as established herein. All commercial buildings and attached residential buildings in the PD-C and TNZ-NG Residential and TNZ-NG Resort zones will be required to submit site plans, illustrative architectural renderings, and material boards as part of the PD Amendment and preliminary plat process.

The unique setting and spectacular surroundings of the Desert Color property create a special opportunity to blend the natural features of the desert foothills with tried and true community design and planning principles. The emphasis of the community is social interaction, open space and recreational diversity, walkable, healthy living neighborhoods, convenient regional commercial and retail services, hospitality, and a variety of complementary home types and styles.

5.2 OVERALL DESIGN FOCUS

The primary design focus of Desert Color is to emphasize the connectivity of the community with the surrounding desert landscape, the unique community facilities and amenities and the associated recreational and lifestyle enhancements. This relationship strengthens the fabric of community and provides both a visual and physical linkage between each neighborhood and the residents who live there. Trail networks, circulation, and building orientations seek to create strong vistas utilizing the community lagoons, parks, and natural wash areas.

A diversity of complementary residential product types and styles will create a dynamic community with an appealing aesthetic and interesting vernacular architecture. This will provide a variety of opportunities for residents and visitors to appreciate superior design with associated visual interest and experiences.

Overall, the architectural design focus of Desert Color is a fresh and updated expression and interpretation of traditional neighborhood architecture, with influence from Southwestern, Spanish, Western, and other related design elements and styles. The PD-C, PD TNZ-Resort and PD TNZ Residential zones within Desert Color are intended to collectively form a cohesive architectural statement.

5.3 RESIDENTIAL ARCHITECTURAL STYLES

The architectural character of Desert Color's residential neighborhoods shall consist of complementary traditional and contemporary architectural styles, presented with a fresh unified approach. These styles reinforce Desert Color's connection to early local town patterns of development and build upon the heritage of traditional neighborhood design. Additionally, the chosen styles complement one another through overall scale, massing, proportions, and details. The materials and color schemes for the residential product styles shall complement the overall landscape design of the neighborhoods. Each architectural vernacular shall be developed appropriately to fit with its desert surroundings.

Allowed architectural styles for Desert Color homes include the following:

Desert Cottage

- Desert Craftsman
- Desert Modern
- Desert Spanish-Mission
- Desert Territorial Ranch

5.4 DESERT COTTAGE

Commonly considered the pre-cursor to the Craftsman, the Cottage Style is a type of architecture that describes a small, cozy, single-family dwelling. The style is based upon early twentieth century American interpretation of English Architecture, which originated in older English and French country cottages. Historically in the United States, these types of homes were more commonly found in rural or semi-rural areas, like St. George. Today, the cottage-style architectural vernacular is a popular choice to connect new developments with their historic roots.

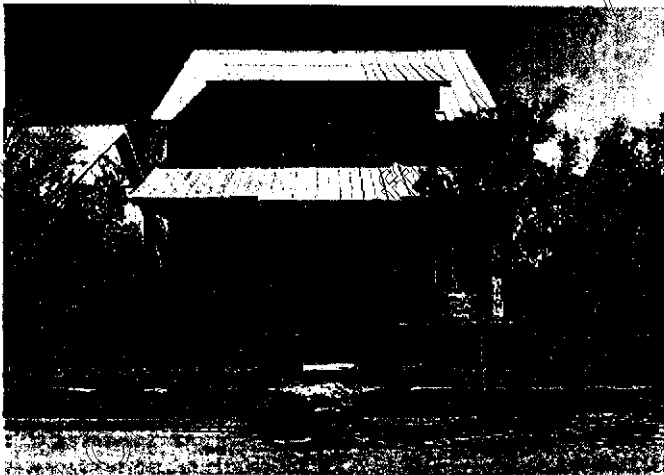
The American interpretation of the Cottage Style captures the quaint, romantic charm and details of the earlier country cottages. The footprint of these homes is typically smaller with low-pitched gabled roofs and small covered porches at the entry.



Main Elements of Desert Cottage Style design:

- Asymmetrical massing
- Simple gable, hip and Dutch gable roof forms, accentuated with roof dormers to break up massing and flared roof treatments at the eave
- Stucco, wood, concrete board siding, or stone exterior material combinations
- Vertical windows in groupings
- Entry is raised and covered by a porch or roof covering
- Steeper-pitched roofs
- Simple detailing
- Front door and garage doors have variety or panel breaks to correspond with elements of this style
- One to one-and-a-half stories generally, with roof lines extending below upper windows
- Tight eaves and shallow overhangs

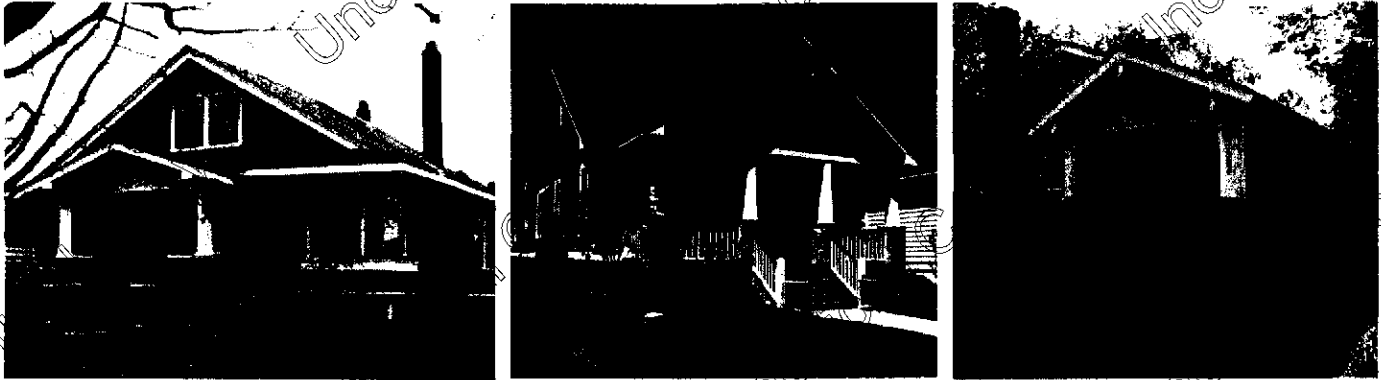
5.4.1 DESERT COTTAGE



DESERT CRAFTSMAN

The Craftsman Style originated in Southern California in the early twentieth century, and quickly became very popular along the west coast. Closely related to the Bungalow Style, the Craftsman evolved from the 19th Century American Arts and Crafts movement.

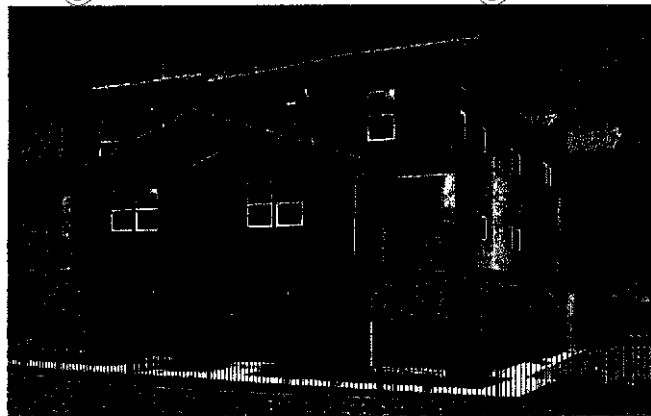
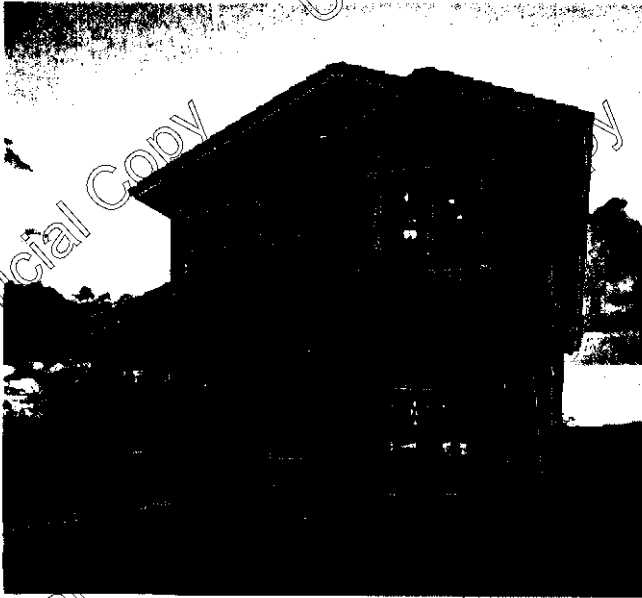
Craftsman homes are known for moderately detailed buildings using natural materials and techniques to highlight the true qualities of these materials, such as staining wood rather than painting it. Common features include handcrafted wood, glass, and metal work, and objects that are simple and elegant, yet highly functional.



Main Elements of Desert Craftsman design:

- Asymmetrical massing with horizontal proportions
- Shallow pitched roofs that are gabled, with the occasional hipped or shed forms
- Roof dormers and deep overhangs
- Expressive structural elements such as rafters, brackets and columns
- Mix of stone, stucco, concrete board siding, and wood shingle exteriors
- Entry and surrounding stoop is covered and contained by wide porch or roof covering, with thick columns and exposed eaves
- One to one-and-a-half stories generally, but sometimes two story
- Expressive, dominant chimney element with strong base and tapered stack
- Hand-crafted wood and/or stone work
- Large, rectangular front windows

5.5.1 DESERT CRAFTSMAN



5.6 DESERT MODERN

Modern architecture has had a presence throughout most of the twentieth century and is defined by contemporary building techniques. First influenced by the Arts and Crafts movement of the 1880s, architects designed modern spaces with open floor plans, absence of ornamentation, and an emphasis on the natural materials and surroundings of the home. Within a few years, the new modernist aesthetic evolved to include more industrial and modern materials, emphasizing the merge between craft traditions, fine art, and technology. Form and function also became equally important under the new modernist mentality.

At the turn of the nineteenth century, Frank Lloyd Wright took modern architecture in a new direction by pioneering the Prairie-style home, which saw an even greater importance given to open space and the flow of the house. The style focused heavily on the natural character of the building materials, while blurring the line between indoor and outdoor through the use of large glass walls and sliding doors, creating extended entertaining and living spaces.

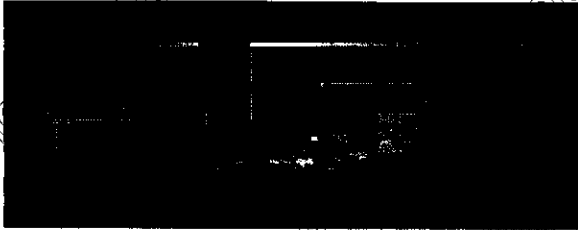
Contemporary modern architecture borrows many of its core elements from the long history of modern design, including clean lines, open spaces, and minimalist design. Many contemporary homes emphasize natural light through the installation of large windows and outdoor entertaining areas, as well as highly functional interior spaces with sparse ornamentation and a focus on intelligent materials.



Main Elements of Desert Modern design:

- Simple massing and form
- Open floor plan and intelligent use of space
- Large windows and natural light
- Clean geometric lines
- Connecting indoors to out
- Outdoor entertaining space
- Natural, unaltered materials
- Feeling of spaciousness
- Regional desert character
- Emphasis on intelligent materials, green building practice, and products

5.6.1 DESERT MODERN



DESERT SPANISH-MISSION

Spanish-inspired homes emerged at the turn of the century in the form of the Mission Style, and incorporate a wide variety of influences, including Spanish, Moorish, Native American and Mexican. Architecture in the American Southwest has been heavily influenced by the unique history of this architectural style, which is unified by the order of arches, courtyards, strong form and mass, plain wall surfaces, and tile roofs, somewhat derived from Mediterranean architectural styles.

Spanish-Mission dwellings can be made from concrete or stucco to form thick structural walls, with rounded corners and doorways. Spanish-Mission Style is most often characterized by an informal plan arrangement and massing.



Main Elements of Desert Spanish-Mission design:

- Asymmetrical massing
- Low pitched roof with minimal or no overhang
- Gables and hip roofs are typical
- Rounded arch entryways and corridors
- Wood posts and stucco columns, metal railings
- Chimneys are sculptured stucco
- Detailing primarily at window and door openings
- Covered patios/porches/loggias
- Thick wall construction and recessed openings keep interiors cool throughout the day and insulated at night
- Exposed wooden beams

5.7.1 DESERT SPANISH MISSION



DESERT TERRITORIAL RANCH

Early ranchers developed the first Territorial Ranch Style in response to their surroundings, lifestyle, available materials and environmental conditions. A later version of the Ranch Style single-story sprawling home became popular in post-war America. The Ranch Style experienced the height of success in the 1950s and 1960s with the boom of the suburbs, and can now be found all over the United States.

The Ranch Style consists of one or two stories and takes cues from modernist homes with its open layout, indoor/outdoor entertaining spaces, and large windows. As the style evolved, split level homes became available. The Ranch Style home was also one of the first architectural styles to incorporate a garage into the housing design.

Modern Ranch Style homes have a strong indoor/outdoor relationship that incorporates sliding glass doors, picture windows, terraces and patios secluded in the back yard. The style draws from simplified elements of Colonial, Spanish and Monterrey influences, among others.



Main Elements of Desert Territorial Ranch design:

- Simple rectilinear forms, horizontal massing and humble scale
- Single story or two story homes with larger footprint
- Long horizontal gable roofs of lower pitch and deeper overhangs
- Gabled dormers are common
- Large porches along front and rear facades with lower pitch roof breaking into the main roof plane
- Cladding materials of stucco and horizontal wood siding
- Simple square posts and railings
- Large windows
- Decorative shutters at windows with wood trim surrounds
- Outdoor entertaining space, typically in rear

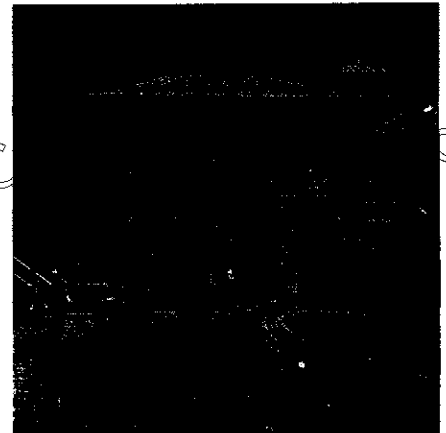
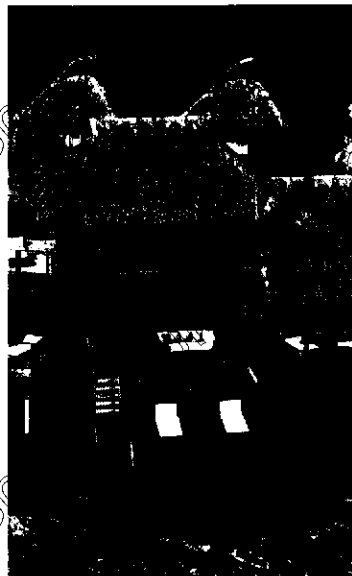
5.8.1 DESERT TERRITORIAL RANCH



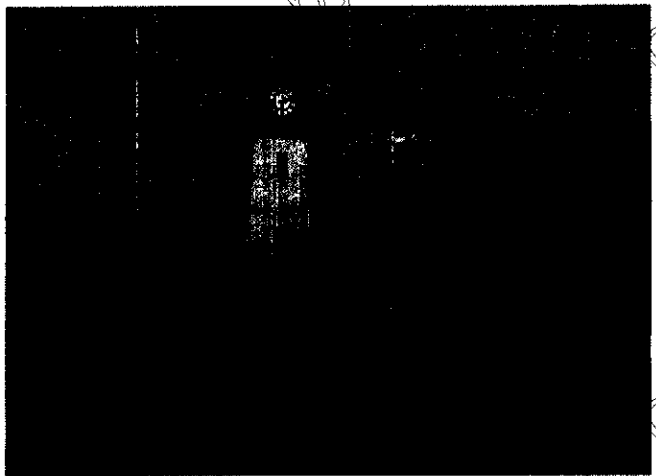
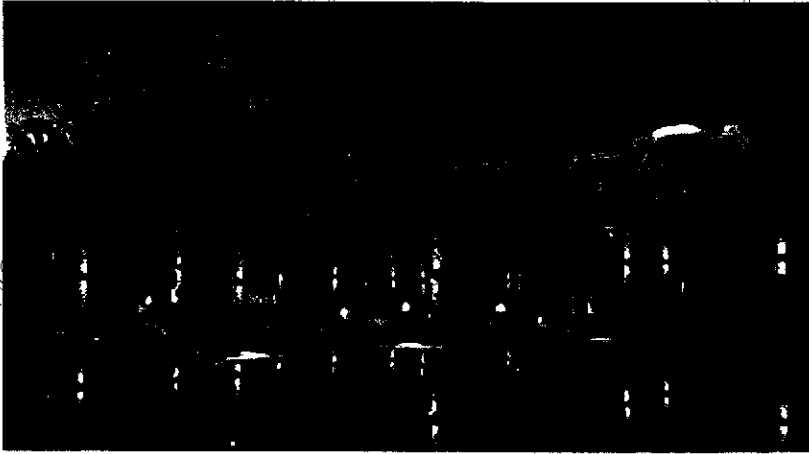
6.9 RESORT ARCHITECTURE

The architectural styles in the TNZ - Resort Neighborhoods may reflect any and all of the 5 identified styles for the project but will focus on the use of lighter colors such as light beiges, yellows and white typical of historic Resort Architecture. Utilizing anyone of the standard architectural styles, the resort architecture will:

- generally range from two to four stories in size
- may feature prominent architectural elements such as large verandas or decks, tower elements, porte-cocheres, loggias, or other hospitality driven features



5.9 RESORT ARCHITECTURE CONTINUED



Alley Loaded Elevation

60 STREETScape AND LANDSCAPE STANDARDS

This chapter sets forth Landscape Standards for the development of Desert Color. The requirements of the landscape ordinance apply per St. George Municipal Code Title 10 Chapter 25 or as amended, unless otherwise stated in this zoning plan.

The intent of these Standards is to establish the landscape character of the Project while creating new improvements that merge with the natural topography and existing landscape. The design objectives, as applicable to landscape design, are to be addressed in the design of each homesite and throughout each commercial development parcel within the Project.

Landscape improvements should incorporate, rehabilitate, and enhance existing vegetation, utilize indigenous and/or regional species of plant materials, and minimize areas of intensive irrigation. New trees and shrub plantings are to be a mix of sizes that will blend naturally into the surrounding vegetation near the development's edges. The landscape design goal should be to gradually transition from the structured or built elements to the natural area where plant material matches adjacent landscapes and/or enhance existing native landscape patterns.

The overall landscape design objectives for Desert Color are listed below:

- Use landscape design elements to merge built structures with the land. Buildings are to step down at their edges and incorporate architectural landscape "extensions," such as low walls and terraces.
- Preserve and enhance streetscapes through street tree plantings and mass plantings within street corridors.
- Use landscape materials that are available locally or regionally. All parcels and homesites should use those plant materials from the approved plant lists and should source these materials locally or regionally to ensure the highest success rates and to enhance the project's sustainability initiatives.

6.1 GENERAL CONDITIONS

All trees, shrubs, and ground covers external to structures or not hidden and within enclosed yards or courtyards shall be chosen in keeping with the style of the particular development. The style may be loosely defined as indigenous mixed with traditional exotics.

A list of allowed plant species follows as a guide. No invasive alien plants will be allowed anywhere on the development. Non-invasive lawn species should be used. The use of plants used traditionally in desert landscapes is encouraged.

6.2 TREES

Trees are a critical landscape component of Desert Color and should be a priority on any site. Trees are critical to provide shade and cooling effects, providing a sense of enclosure, providing definition and scale to the street, protection from wind, separation from automobile traffic, and reducing airborne dust and pollutants.

6.3 SHRUBS

The shrubbery used in Desert Color is to be diverse. Shrubs in front yards will primarily be loose and natural looking. Shrubs at the foundations of houses may be more organized and done in more classic/formal style. There are to be loose hedges and focal points at the bases of porches and decks. Potted shrubs, formal garden hedges, and layers of changing colors will be used primarily around the front and sides of key outdoor spaces. Shrubs used will also come from the approved list of species that is part of this section.

6.4 GROUND COVERS

Ground covers are an effective way to visually and environmentally cover vast areas of soil and are to be used extensively in Desert Color in lieu of turf grass. Many ground covers are acceptable, but the preferred types are native plants or are drought tolerant that provide seasonal interest and cover.

6.5 LAWNS

Vast areas of manicured grass are not desirable in Desert Color. The water requirement, maintenance and regular fertilization that is required by lawns is incongruent with the environmentally sensitive nature of the development. However, lawns are still permitted but are to be limited to 20 percent or less of the total lot size and should be incorporated functionally and aesthetically into the design. Neighborhood parks and common area open spaces are designed to provide larger areas of turf for the shared use by residents.

6.6 STREET TREES

Street trees are essential for creating beauty and improving the quality of life in a commercial, mixed-use or residential setting. Street trees shall conform to the landscape standards as established in St. George City Code Title 10 Chapter 25 or as amended for residential forms and St. George City Code Title 10 Chapter 25-4 or as amended for commercial and mixed-use forms unless otherwise specified in the landscape standards of this Zone Plan. Street trees should be located in various locations throughout the Project including:

- Within the park strip to enhance the streetscape
- Around intersections to reinforce traffic calming
- In parking areas to provide shade for vehicles and to break up expanses of asphalt
- In public spaces
- Adjacent to buildings
- At focal areas such as sign features or gateways

Street trees within the park strip shall be provided by the Developer or Builder of that Parcel fronting the park strip and should be species selected from the Street Tree Plant List. The soil within the park strips shall be amended to an appropriate depth based on plant material selection to assist plants root growth and foster leaching of salts in secondary water system. Plant species should be selected for a particular location based on the following considerations:

- The ultimate growth, height, and spread of the tree canopy in order to allow for unrestricted growth and as appropriate for the site condition.
- The density of the canopy, ultimate shape, and branching pattern. Trees will provide varying degrees of shade due to branching habits and size and type of leaf.
- Access to adequate sunlight and rain water. Considerations of other micro-climatic limitations, such as reflected light sources from surface pavements and buildings and increased wind and snow load caused by building design should be considered when locating trees either on the street or as part of a site plan development.
- The location of existing and proposed utilities to allow uninhibited growth without disturbance to the tree crown or root zone.
- Maintenance requirements of street trees including watering, fertilizing, pruning, and repair of damage caused naturally and by humans, i.e. removal of bark and broken branches.
- Height of the tree canopy to protect sight lines along the street for both motorists and pedestrians.
- Tree litter such as berries or seed pods that may be inappropriate for high traffic areas.
- The ability to withstand harsh conditions. Trees located in sidewalks, plazas or other hard surface areas will require adequate tree pits and surface grates that allow for air, water, and regular maintenance.

6.7 PARK STRIP

For those commercial or mixed-use lots or parcels located in areas where a park strip is provided or planned, the park strip will be designed, installed, and maintained by the individual lot owner or parcel developer until such a time when the maintenance is turned over to the HOA. For those residential lots or parcels located in areas where a park strip is provided or planned, the park strip will be designed, installed, and maintained by the individual lot owner or parcel developer and maintained by the individual lot or parcel owner.

The intent of the park strip landscaping standard is to have thirty-three percent (33%) or more of the park strip surface be covered with vegetation within three (3) years of planting or when planting has reached maturity, whichever comes first. Street tree canopy coverage does not count toward the park strip surface coverage requirement, and shall be placed at 30'-40' intervals depending on the desired streetscape. For lots with two (2) or more street frontages, this standard shall be applied separately to each adjacent park strip on each street frontage.

It shall be the property owner's responsibility to ensure that erosion does not deposit soil or other material on sidewalks or in the street. Materials such as bark, shredded plant material, compost, and decomposed granite, may be used as water-conserving mulch for plants and may also be used as the only material in portions of a park strip.

Gravel, rocks, and landscape cobble up to four inch (4") diameter may be used on portions of the park strip. Large diameter rocks and boulders are not permitted. Organic mulch shall be used near street trees to protect them from mowers. No annuals are allowed within the park strip landscape.

All park strip plant selection and design must meet St. George City site triangle visibility standards at intersections. Median and park strip planting design shall also incorporate passive surveillance measures when selecting and placing plant materials.

6.8 STREET FRONTAGE - FRONT YARD

This zone is one of the most important areas for landscaping. The Street Frontage sets the tone for the entire development. As this area will be viewed both by pedestrians and by passing cars, its scale must be appropriate for each.

Requirements:

1. Landscape:

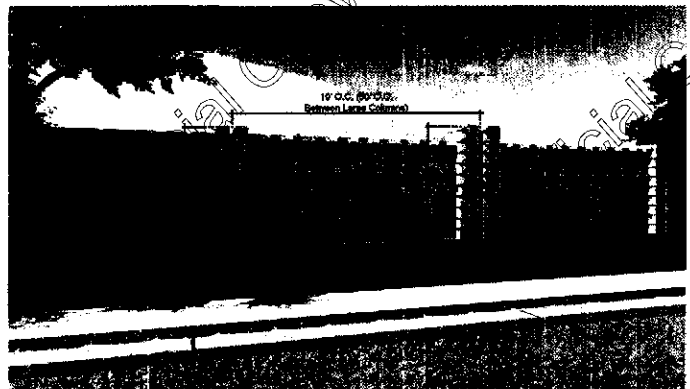
- Single Family - The Street Frontage is to include more detailed plantings with area massing of color and seasonal interest. In most cases it is desirable for this zone to be planted in small turf beds, perennials, ground covers, and small to medium shrubs. At least one tree, planted at a minimum of 1-1/2" in caliper is required with branches to be at least eight feet (8') above the sidewalk or plaza areas. Trees may include flowering/ornamental varieties.
- Multi Family - In this zone, the sidewalks dominate the frontage and landscape space is typically confined to narrow foundation strips, raised planters, potted plants, or cut outs in the sidewalk. The Street Frontage landscape is typically to be highly detailed and organized plantings of herbs, ground covers, perennials, annuals, small shrubs, ornamentals, and trees in dedicated planters and landscape areas. Trees must be suitable for urban environments and have clear trunks to eight feet (8').
- Commercial Areas - In the commercial zoned areas, the landscape will be very similar to the Multi-Family. Most, if not all plants, will be in planters, tree wells or raised planting bed areas between pedestrian hardscapes. All plants must be hardy and able to withstand the micro-climate it may be within. Planters must be irrigated. All trees must be well-suited to urban conditions and confined spaces. Flowering shrubs, grasses, and eye-catching perennials are encouraged for planters and beneath trees.

2. Walls and hardscape features are encouraged as long as the details and workmanship match the architecture and design of the commercial or residential structure.
3. Vines and similar pedestrian-scale plants are encouraged to be planted on walls, hardscape elements, and in pots, etc.
4. Street Frontage mulch is to be either: soil pep, shredded bark, or landscape cobble rock sized as appropriate for plantings.
5. Street Frontage shall have improved soils as required. Where topsoil has been removed as part of grading, organic material is to be amended prior to planting.
6. Lighting is restricted to step lights, wall sconces, or decorative cap lights on pilasters.
7. Plants in this zone must not excessively screen the houses from view.
8. Plants in this zone should not include varieties that send out long runners or have thorns unless they can be easily maintained so as not to create a hazard.

6.9 NEIGHBORHOOD SITE WALLS

Site walls may be used throughout the development as screening methods around homes. View walls shall be used when abutting natural or open space areas. Wall heights shall be limited to six (6') in height and column heights may not exceed seven (7') in height.

Community and view walls shall be constructed of honed masonry blocks (color: Ivory by SunRoc Building Materials or similar) with split face masonry block accents (color: Desert Sandstone by SunRoc Building Materials or similar). Columns shall be constructed of split face masonry blocks (color: Desert Sandstone by SunRoc Building Materials or similar) with honed masonry block accents (color: Geneva Brown by SunRoc Building Materials or similar). View walls shall also have terra cotta powder coated steel fencing.



COMMUNITY WALL



VIEW WALL - FULL



VIEW WALL - PARTIAL

6.10 PLANT LIST

Plant selection listed herein are recommended plants by the St. George City Park Planning Division, local nursery and landscape professionals for public areas. This list is not exclusive and additional plants meeting the landscape design standards provided herein may be proposed for approval as part of the site and construction plan review process.

Resort- Trees		
Botanical Name	Common Name	Mature Size
<i>Albizia julibrissin</i> 'Summer Chocolate'	Summer Chocolate Mimosa Tree	20' x 15'
<i>Brahea armata</i>	Blue Hesper Palm	15' x 8'
<i>Cedrus deodara</i> 'Aurea'	Golden Deodar Cedar	25' x 15'
<i>Cercis canadensis</i>	Eastern Redbud	30' x 30'
<i>Chamaerops humilis</i>	Mediterranean Fan Palm	12' x 12'
<i>Chilopsis linearis</i> 'Sweet Katie Burgundy'	Sweet Katie Burgundy Desert Willow	18' x 12'
<i>Chitalpa x taskentensis</i> 'Pink Dawn'	Pink Dawn Chitalpa	25' x 25'
<i>Koelreuteria paniculata</i>	Golden Rain Tree	25' x 25'
<i>Lagerstroemia indica x fauriei</i> 'Natchez'	Natchez Crape Myrtle	20' x 20'
<i>Olea europea</i> 'Wilsonii'	Wilson Olive	25' x 25'
<i>Pinus thunbergii</i>	Japanese Black Pine	20' x 12'
<i>Pistacia chinensis</i> 'Sarah's Radiance'	Chinese Pistache	30' x 30'
<i>Proposis glandulosa</i> 'Maverick' (Multi)	Maverick Honey Mesquite - Multi-Trunk	30' x 30'
<i>Pyrus calleryana</i> 'Aristocrat'	Aristocrat Flowering Pear	15' x 30'
<i>Quercus virginiana</i>	Southern Live Oak	50' x 50'
<i>Raphiolepis x 'Montic'</i>	Majestic Beauty Indian Hawthorn	20' x 20'
<i>Trachycarpus fortunei</i>	Windmill Palm	25' x 10'
<i>Vitex agnus-castus</i>	Chaste Tree	20' x 20'
Commercial - Trees		
Botanical Name	Common Name	Mature Size
<i>Brahea armata</i>	Blue Hesper Palm	15' x 8'
<i>Cedrus atlantica</i> 'Glauca Fastigiata'	Columnar Blue Atlas Cedar	15' x 8'
<i>Cercis canadensis</i>	Eastern Redbud	30' x 30'
<i>Koelreuteria paniculata</i>	Golden Rain Tree	25' x 25'
<i>Lagerstroemia indica</i>	Crape Myrtle	15' x 12'
<i>Olea europea</i> 'Wilsonii'	Wilson Olive	25' x 25'
<i>Pistacia chinensis</i> 'Sarah's Radiance'	Chinese Pistache	30' x 30'
<i>Proposis glandulosa</i> 'Maverick' (Multi)	Maverick Honey Mesquite - Multi-Trunk	30' x 30'
<i>Prosopis velutina</i>	Arizona Velvet Mesquite	15' x 15'
<i>Pyrus calleryana</i> 'Aristocrat'	Aristocrat Flowering Pear	15' x 30'
<i>Quercus virginiana</i>	Southern Live Oak	50' x 50'
<i>Raphiolepis x 'Montic'</i>	Majestic Beauty Indian Hawthorn	20' x 20'
<i>Robinia pseudocacia</i>	Purple Robe Locust	35' x 25'
<i>Trachycarpus fortunei</i>	Windmill Palm	25' x 10'

6.10 PLANT LIST (CONT.)

Residential - Trees		
Botanical Name	Common Name	Mature Size
<i>Chitalpa x taskentensis</i> 'Pink Dawn'	Pink Dawn Chitalpa	25' x 25'
<i>Fraxinus oxycarpa</i> 'Raywood'	Raywood Ash	50' x 40'
<i>Koelreuteria paniculata</i>	Golden Rain Tree	25' x 25'
Parks & Open Space - Trees		
Botanical Name	Common Name	Mature Size
<i>Cedrus atlantica</i> 'Glauca'	Blue Atlas Cedar	50' x 30'
<i>Cercis canadensis</i>	Eastern Redbud	30' x 30'
<i>Chitalpa x taskentensis</i> 'Pink Dawn'	Pink Dawn Chitalpa	25' x 25'
<i>Fraxinus velutina</i> 'Rio Grande'	Fan-Tex Ash	30' x 30'
<i>Morus alba</i>	Fruitless Mulberry	40' x 30'
<i>Pinus eldarica</i>	Mondell Pine	40' x 20'
<i>Pinus pinea</i>	Stone Pine	40' x 20'
<i>Platanus acerifolia</i>	London Plane Tree	50' x 35'
<i>Quercus buckleyi</i>	Red Rock Oak	25' x 25'
<i>Quercus nuttallii</i> 'MonPowe'	Charisma Nuttall Oak	60' x 50'
<i>Quercus suber</i>	Cork Oak	50' x 50'
<i>Quercus virginiana</i>	Southern Live Oak	50' x 50'
Shrubs		
Botanical Name	Common Name	Mature Size
<i>Agave utahensis</i> ssp. <i>Utahensis</i>	Utah Agave	18" x 18"
<i>Artemisia</i> x 'Powis Castle'	Powis Castle Artemisia	3' x 3'
<i>Buddleja davidii</i> 'Peakeep'	English Butterfly Peacock Butterfly Bush	4' x 4'
<i>Caesalpinia gilliesii</i>	Yellow Bird of Paradise	6' x 6'
<i>Caryopteris</i> x <i>clandonensis</i> 'Blue Mist'	Blue Mist Bluebeard	30" x 30"
<i>Cistus</i> x <i>purpureus</i>	Purple Rock Rose	4' x 5'
<i>Convolvulus cheorum</i>	Bush Morning Glory	2' x 3'
<i>Dasyliion acrotrichum</i>	Green Desert Spoon	5' x 5'
<i>Dasyliion wheeleri</i>	Silver Desert Spoon	5' x 5'
<i>Euonymus fortunei</i> 'Emerald 'n Gold'	Emerald 'n Gold Wintercreeper	2' x 5'
<i>Fallugia paradoxa</i>	Apache Plume	4' x 4'
<i>Feijoa sellowiana</i>	Pineapple Guava	10' x 10'
<i>Forsythia</i> x <i>intermedia</i> 'Spring Glory'	Spring Glory Forsythia	8' x 6'
<i>Fouquieria splendens</i>	Ocotillo	20' x 15'
<i>Hesperaloe funifera</i>	Giant Sword Flower	6' x 6'
<i>Hesperaloe parviflora</i> 'Red'	Red Yucca	3' x 3'
<i>Hesperaloe parviflora</i> 'Yellow'	Yellow Yucca	3' x 3'

6.10 PLANT LIST (CONT.)

Hymenoxisa acaulis	Perky Sue	1' x 1'
Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Texas Sage	4' x 4'
Leucophyllum laevigatum	Chihuahuan Sage	4' x 5'
Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Sage	5' x 5'
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Texas Sage	5' x 5'
Leucophyllum zygophyllum 'Cimarron'	Cimarron Texas Sage	3' x 3'
Leucophyllum zygophyllum	Cut Leaf Texas Sage	6' x 6'
Ligustrum japonicum 'Texarum'	Waxleaf Privet	8' x 8'
Ligustrum lucidum	Glossy Privet	10' x 20'
Nandina domestica 'Monfar'	Sienna Sunrise Heavenly Bamboo	4' x 2'
Nandina domestica 'Monum'	Plum Passion Heavenly Bamboo	5' x 3'
Nerium oleander 'Pink Dwarf'	Dwarf Pink Oleander	5' x 5'
Opuntia basilaris 'Beavertail Pricklypear'	Beavertail Prickly Pear	1' x 2'
Opuntia macrocentra	Purple Prickly Pear	2' x 3'
Opuntia microdasys	Bunny Ears	4' x 4'
Photinia x fraseri	Fraser's Photinia	8' x 8'
Pittosporum tobira 'Variegatum'	Variegated Japanese Mock Orange	6' x 6'
Pittosporum tobira 'Wheeler's Dwarf'	Wheeler's Dwarf Japanese Mock Orange	3' x 5'
Prunus x cistena	Dwarf Red-Leaf Sand Cherry	8' x 6'
Rhaphiolepis indica 'Ballerina'	Ballerina Indian Hawthorn	2' x 3'
Rhaphiolepis umbellata 'Minor'	Dwarf Yedda Hawthorn	7' x 7'
Rosa Carpet 'Red Noare'	Flowering Carpet Red Roase	3' x 3'
Rosemarinus officinalis 'Tuscan Blue'	Tuscan Blue Rosemary	6' x 4'
Spartium junceum	Spanish Broom	6' x 10'
Vauquelinia californica	Arizona Rosewood	15' x 10'
Yucca gloriosa var. recurvifolia 'Walbristar'	Bright Star Yucca	2' x 4'
Grasses		
Botanical Name	Common Name	Mature Size
Bouteloua gracili 'Blonde Ambition'	Blonde Ambition Grama Grass	3' x 3'
Festuca glauca 'Blue Fescue'	Blue Fescue	1' x 1'
Helictotrichon sempervirens	Blue Oat Grass	3' x 3'
Muhlenbergia capillaris 'Regal Mist'	Regal Mist Pink Muhly Grass	4' x 4'
Muhlenbergia rigens	Deer Grass	3' x 5'
Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	4' x 3'
Perennials		
Botanical Name	Common Name	Mature Size
Baileya multiradiata	Desert Marigold	12" x 12"
Berlandiera lyrata	Chocolate Flower	18" x 18"
Castilleja chromosa	Desert Paintbrush	18" x 18"

6.10 PLANT LIST (CONT.)

Delosperma cooperi	Hardy Ice Plant	6" x 2'
Echinocactus grusonii	Golden Barrell Catus	4' x 2'
Gaillardia aristata 'Oranges & Lemons'	Oranges & Lemons Blanket Flower	18" x 18"
Gaillardia x grandiflora 'Burgundy'	Burgundy Blanket Flower	2' x 2'
Gaura lindheimeri 'Gaura'	Gaura	30" x 30"
Gaura lindheimeri 'Siskiyou Pink'	Siskiyou Pink Gaura	2' x 3'
Mirabilis multiflora	Wild Four O'clock	18" x 4'
Oenothera speciosa	Pink Evening Primrose	2' x 2'
Opuntia bigelovii	Teddy Bear Cholla	5' x 3'
Sedum herbstfreude 'Autumn Joy'	Autumn Joy Sedum	18" x 2'
Stanleya pinnata	Prince's Plume	3' x 3'
Verbena gooddingii	Southwestern Mock Vervain	12" x 24"
Yucca rostrata	Beaked Yucca	10' x 2'
Street Trees		
Botanical Name	Common Name	Mature Size
Fraxinus oxycarpa 'Raywood'	Raywood Ash	50' x 40'
Fraxinus velutina 'Glabra'	Modesto Ash	30' x 30'
Fraxinus velutina 'Rio Grande'	Fan-Tex Ash	30' x 30'
Ginkgo biloba 'Autumn Gold'	Autumn Gold Maidenhair Tree	40' x 40'
Olea europea 'Wilsonii'	Wilson Olive	25' x 25'
Pistacia chinensis 'Sarah's Radiance'	Chinese Pistache	30' x 30'
Platanus acerifolia	London Plane Tree	50' x 40'
Prosopis glandulosa 'Maverick' Multi	Maverick Honey Mesquite - Multi Trunk	30' x 30'
Pyrus calleryana 'Aristocrat'	Aristocrat Flowering Pear	15' x 30'
Quercus virginiana	Southern Live Oak	50' x 50'
Sophora japonica	Japanese Pagoda Tree	50' x 50'
Street Trees (For Planters 6' wide)		
Botanical Name	Common Name	Mature Size
Cercis canadensis	Eastern Redbud	30' x 30'
Chilopsis linearis 'Art's Seedless'	Art's Seedless Desert Willow	25' x 25'
Chilopsis linearis 'Lucretia Hamilton'	Lucretia Hamilton Desert Willow	20' x 20'
Lagerstroemia indica 'Lavender'	Lavender Crape Myrtle	30' x 15'
Prunus cerasifera 'Krauter Vesuvius'	Krauter Vesuvius Flowering Plum	20' x 20'
Rhaphiolepis x 'Montic'	Majestic Beauty Indian Hawthorn	20' x 20'
Trachycarpus fortunei	Windmill Palm	25' tall
Washingtonia filifera	California Fan Palm	60' tall

7.0 SIGNAGE AND LIGHTING STANDARDS

7.1 SITE SIGNAGE STANDARDS

Note: Monument and temporary signage illustrations depicted herein are specific examples of the signs to be used within the Desert Color Community.

Signage should be simple and clean with a diverse range of sign types, placement, and application/attachment types. All signage should be appropriate to the use it represents, yet consistent throughout the development. All signage should also be appropriate to the architectural style and scale of the use and should never detract from the architectural character or pedestrian experience within the project.

A. Signs and Advertising: The requirements of the sign ordinance apply per St. George Municipal Code in Title 9, Chapter 13 or as amended, unless otherwise stated in this Zone Plan. Off premises signs shall not be allowed in a PD commercial/manufacturing zone unless such sign is part of the approved development plan.

1. Residential Zones: The following provisions regulate signs in residential zones:

a. Permanent Identification Signs: Permanent identification which state the official name of the residential development, project entry, neighborhood entry, resort entry or other specially designated development area will be allowed in residential zoning districts for residential development; provided that these signs conform to the following regulations:

- Shall be located at the development entrance and be a minimum of ten feet (10') from front property lines
- Shall be incorporated into a landscape design scheme or planter box
- Shall be limited to a maximum heights as illustrated herein from finish grade
- Shall be limited to ninety (90') square feet in area for each sign copy
- Shall be limited to one (1) sign per residential development entrance
- Shall contain no animation
- May be illuminated but the source of illumination shall not be visible
- The Planning and Zoning Manager, or his/her designee, may approve signs attached to an entry wall or similar feature, which vary from provisions herein

2. Commercial Signs:

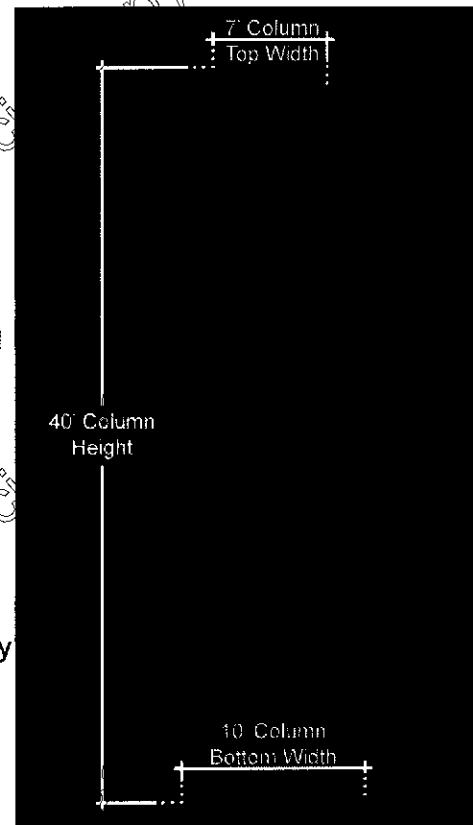
a. Project Monument Signs: Desert Color project monument signs shall be allowed in areas as depicted on Exhibit 7-1. Multi-commercial tenants may also have one monument sign (monument C type) and single tenant may also have one monument sign (either monument F1 or F2 type).

b. Any project monument sign shall not exceed heights as illustrated herein from finish grade.

c. Text or logos may be displayed on column or monument signs as shown herein.

d. Additional logos may be added on the sign face plates for monuments sign types B, C and F.

e. Additional signage requirements will be permitted when specifically mandated by a regulatory agency (example State of Utah requirements for medical emergency sign may not meet these signage regulations).



PROJECT MONUMENT SIGNAGE A

f. Monument Signage shall create interest, provide a focal point, and aid in way finding. All project monuments shall utilize consistent materials and forms throughout the project to create a cohesive and unifying theme that is easily recognizable and unique. Monument Signage will be located throughout the project and will be scaled to the specific location and sign type and will be placed to maximize visual access while blending into the natural environment and landscape.

Monument sign columns shall be constructed of earth colored stained precast concrete. Monument signs B, C, E1, and E2 shall be additionally constructed with a terra cotta colored powder coated steel screen. Store signs on monument signs B and C shall also be constructed with terra cotta colored powdered steel.

g. Temporary Project Signage: The Developer, at its sole cost and expense, shall be permitted to place temporary signage on the Property for the purpose of advertising the Project (the "Temporary Signage"). Such Temporary Signage shall not exceed one (1) double sided twenty feet by twenty feet (20' x 20') square signs placed in a "V" pattern in the locations shown on Exhibit 7-1 provided that Developer shall have the right, in its sole and absolute discretion, to relocate such Temporary Signage to other locations on the Property as various phases of the Project are completed. Such Temporary Signage shall be permanently removed from the Property upon build-out of eighty percent (80%) of the Project.

h. Freestanding Signs: Freestanding signs are permitted subject to the following provisions and locations as shown on Exhibit 7-1 - Master Sign Plan:

Location: Freestanding signs shall be permitted as generally identified on Exhibit 7-1 Master Sign Plan in the locations as shown or as modified and approved by the City. In order to develop an overall Master Sign Plan for the Desert Color Town Center commercial development, the developer and subsequent master commercial HOA will build, own and maintain all common commercial signs located throughout the commercial center. Commercial uses may use a combined commercial sign placed somewhere within the overall PD-C Zone area and will not to be considered an off-premise sign (example of this sign is Monument B). Where two (2) or more freestanding signs are constructed, they shall be separated by at least one hundred feet (100').

- All monument and free standing signs in residential areas are required to have downward focused or back lighting.
- Monuments and free standing signs in commercial areas are encouraged to use downward focused lighting. Upward focused lighting may be used with minimal light bleed.



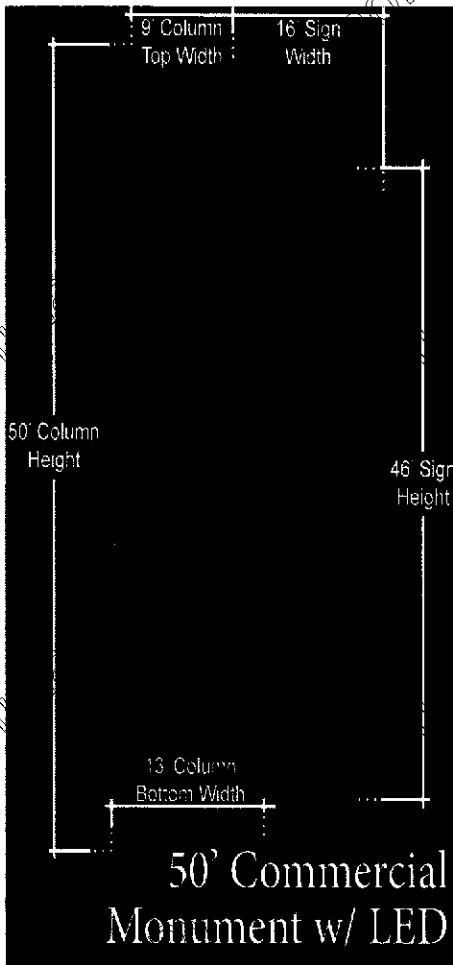
TEMPORARY SIGNAGE

Height: Freestanding signs shall not exceed the following heights:

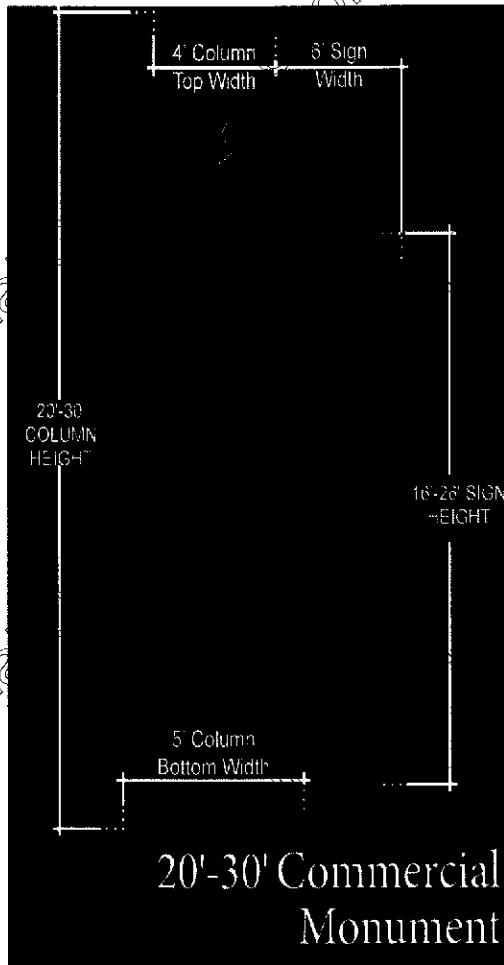
- 1) Signs located within one thousand five hundred feet (1,500') of Interstate 15 or Southern Parkway shall not exceed fifty feet (50') in height.
- 2) Signs located beyond one thousand five hundred feet (1,500') of Interstate 15 or Southern Parkway shall not exceed twenty feet (20') in height.
- 3) The height of signs located in all other locations and as shown on Exhibit 7.1 shall not exceed twelve feet (12') from the adjacent finished grade, except where signs adjacent to buildings greater than eighteen feet (18') in height shall not exceed fifteen feet (15') in height.

i. **Wall Signs:** Wall signs which are permanently attached or painted with a projection of less than twenty-four inches (24"), shall be permitted; provided, that the area of any such sign shall not exceed twenty-five percent (25%) of the surface area of the face of the front wall plane, wall surface, or window to which it is attached, nor more than ten percent (10%) of the face of a side or rear wall plane, wall surface, or window; and further provided, that it does not rise above the roofline or parapet wall.

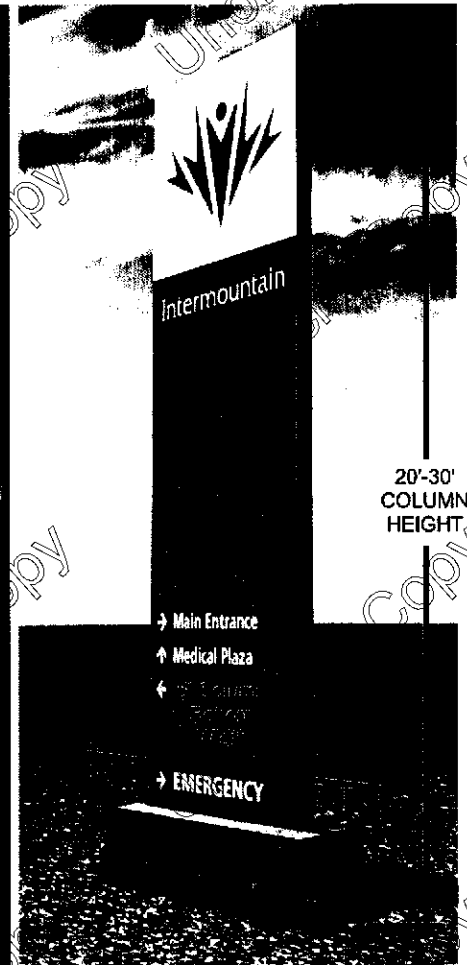
NOTE: All signage dimensions shown are maximum dimensions allowed.



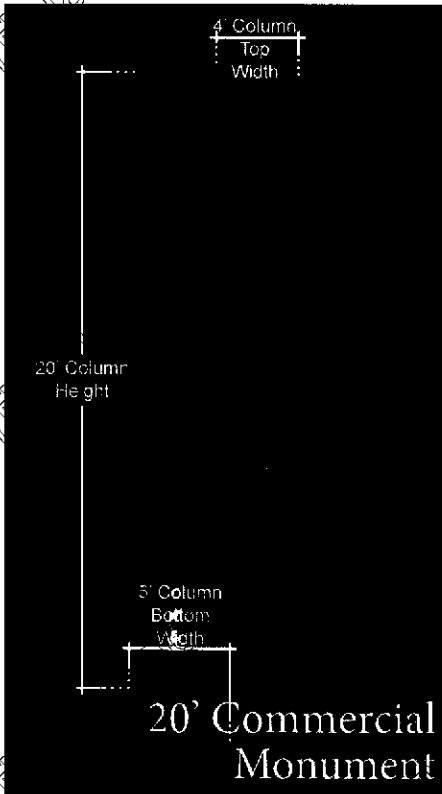
MONUMENT SIGN B



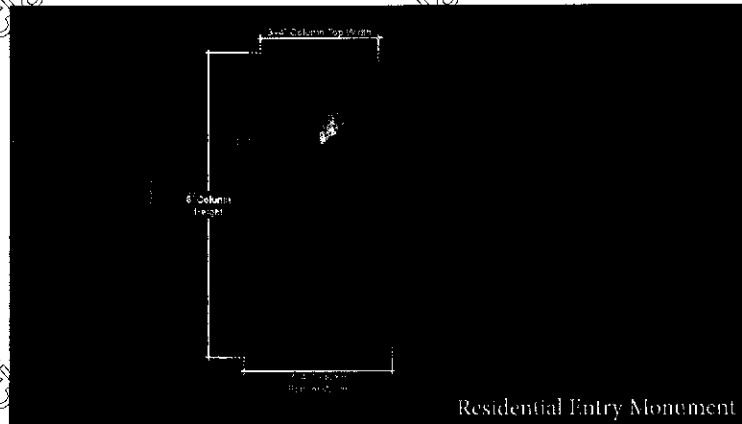
MONUMENT SIGN C-1



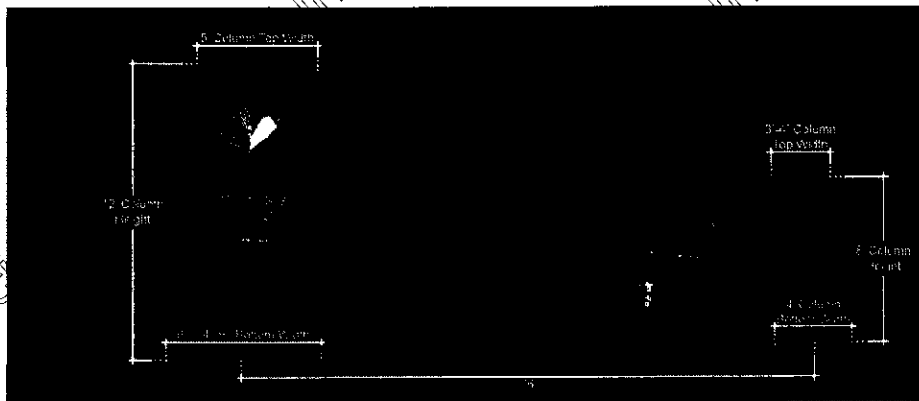
MONUMENT SIGN C-2
 (INSTITUTIONAL)



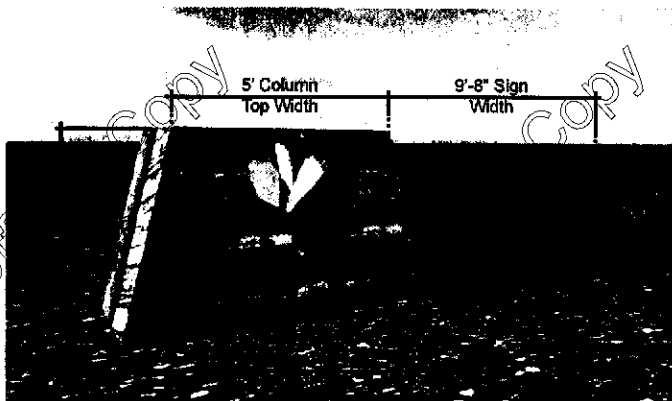
MONUMENT SIGN D



PROJECT MONUMENT SIGNAGE E1



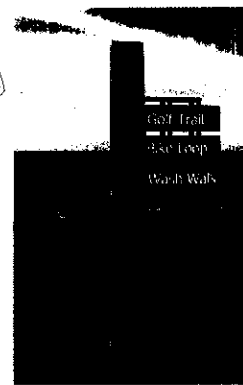
PROJECT MONUMENT SIGNAGE E2



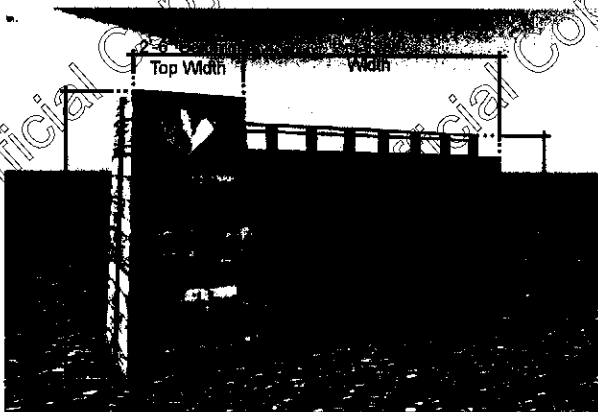
PROJECT MONUMENT SIGNAGE F1



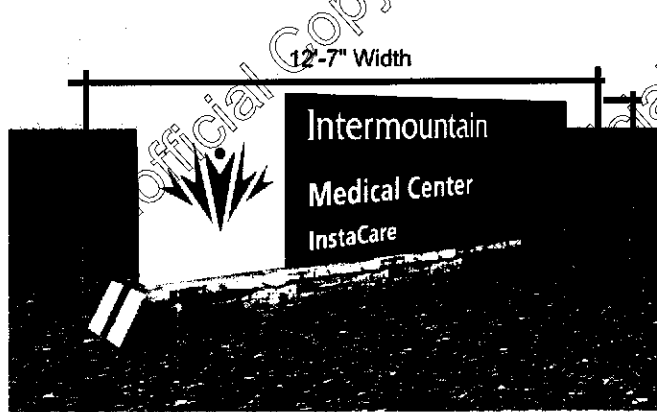
TRAIL SIGN 1



TRAIL SIGN 2



PROJECT MONUMENT SIGNAGE F2

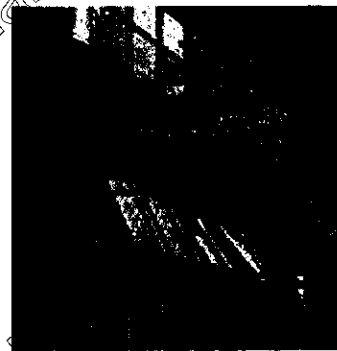


PROJECT MONUMENT SIGNAGE F3 (INSTITUTIONAL)



j. Projecting Signs: Projecting signs attached to a building shall comply with the following conditions:

- Signs projecting over public property may not project more than four feet (4') from a wall of a building, nor project closer than three feet (3') to the back of the curb. A minimum clearance of eight feet (8') above the sidewalk must be maintained.
- Signs projecting over private property may not project more than six feet (6') from a wall of a building.
- Signs shall not extend above the roofline.
- No more than one projecting sign per tenant space. Sign must be located on the ground level of the building or at the level of the users tenant space.
- The maximum sign area for projecting signs shall be one square foot (1) of sign area for each linear foot of building frontage up to a maximum of thirty-two (32) square feet per sign face (64 square feet maximum for both sides of a projecting sign).





TYPICAL HANGING SIGN - PUBLIC ROAD



TYPICAL HANGING SIGN - PRIVATE STREET

k Ghost ads: Ghost Ad signs are encouraged where appropriate and should be used as a unifying sign theme throughout the project. Ghost Ad signs shall be defined as a sign painted on the building's facade. Ghost Ad signs may be located on any building facade of a community building. All Ghost Ad signs must be compatible with the architectural character of the building with regards to color, location, size, design format, content and compatibility within the building setting. The Ghost Ads must be appropriately scaled to its location and will be included in the percent of space allowed for signage.



TYPICAL GHOST AD SIGNS

3. Construction Requirements for Retail Signage

- a. All signs shall be on eight inch (8") deep raceways.
- b. All bolts, fasteners, and clips shall be painted to match building background color.
- c. It shall be the sign contractor's responsibility to secure the sign raceway to fascia in a method, so as not to create a hazard to the public.
- d. All penetration of the fascia shall be made waterproof by using gaskets and sealant.
- e. The tenant shall be responsible for any building or site damage caused by the sign contractor, including roof and wall leaks, and parapet wall damage.
- f. No labels will be permitted on the exposed surface of signs except those required by local ordinance and, if required, shall be in an inconspicuous location.
- g. No exposed conduit tubing will be permitted.
- h. All electrical signs shall bear the U.L. label.
- i. Electrical service to all signs shall be from tenant's service.

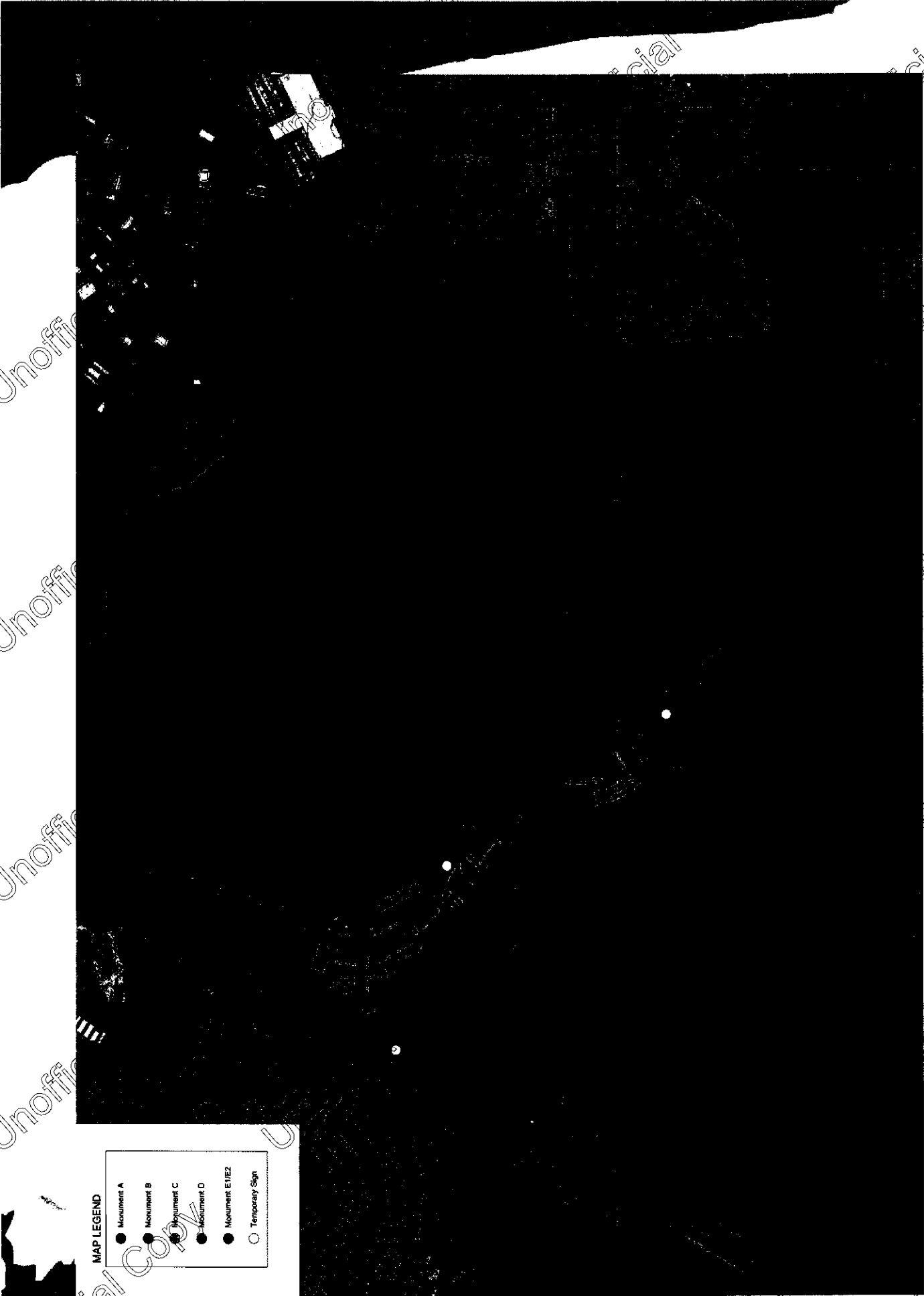
4. Design Requirements for Fascia Signs, Entrance and Service Door Signs

- a. All fascia signs shall be mounted on raceways and be restricted to the sign area.
- b. Fascia signs shall not project more than six inches (6") beyond the face of sign raceway and shall conform in size and location to the criteria established in this section.
- c. Signs may be of the following types:
 - i. Only individual pan channel type illuminated letters with plexiglass or lexan trim capped faces will be allowed. These letters may be constructed of either sheet metal or aluminum, and mounted on raceway(s) painted to match building
- d. White or black lettering only, shall be permitted on glass doors within the limits set forth herein: one hundred and forty-four square inches (144) per entrance in lettering not to exceed two inches (2") in height, indicated hours of business, emergency telephone numbers, ACT sticker, etc.
- e. The following signs are prohibited:
 - i. Signs employing moving or flashing lights
 - ii. Signs employing exposed conduit, conductors, ballast boxes, transformers, or other equipment
 - iii. Signs employing luminous vacuum-formed plastic letter
 - iv. Signs of box or cabinet type employing luminous plastic panels
 - v. Signs employing un-edged or uncapped letter with no returns and exposed fastening
 - vi. No sign or any type other than those described above will be allowed to become attached to or temporarily placed within the display windows of any store except where they are constructed of self-supporting material
 - vii. Pylon Signs (except the pylon sign for the Commercial Center shall be permitted)
 - viii. Moving Signs
 - ix. Signs with exposed fluorescent tubing
 - x. Paper, cardboard, or painted signs
 - xi. Audible Signs
 - xii. Portable signs, including, but not limited to auto, truck or trailer mounted signs and breadboard type signs, or pedestrians holding signs in public right-of-ways

5. Signs For Residential Developments: Promotional signs shall be allowed for residential developments to promote, market and advertise the entire development or phased portions of the development offering the property for sale and providing pertinent sales information to the public as provided in this subsection. Promotional signs are not allowed for the sale of individual lots, or homes.

- a. Signs shall not exceed twelve feet (12') in height and must be located within the boundaries of the development a minimum of ten feet (10') from a street curb, shall not project into or be installed on any public right of way and shall not be located within required intersection clear view zones as set forth in subsection 10-18-3B of this code or as amended. The signs permitted hereunder shall be temporary and shall be removed when all original lots have been sold.

- b. Residential developments with less than ten (10) dwelling units may have up to two (2) signs offering the project for sale or inspection by the public and the total cumulative sign area for both signs shall not exceed forty-eight (48) square feet. Any one sign may not exceed thirty-two (32) square feet in area.
- c. Residential developments with more than ten (10) dwelling units may have up to three (3) signs offering the property for sale or inspection by the public and the total cumulative sign area for all signs shall not exceed one hundred-twenty-eight (128) square feet. Maximum sign area shall be calculated at forty-eight (48) square feet for the first ten (10) units and an additional two (2) square feet of sign area per unit over ten (10) units. Any one sign may not exceed sixty-four (64) square feet in area.
- d. One flat wall or fence sign (banner) per residential development may also be used provided they do not exceed the square footage criteria and quantity described in this subsection. Flat wall signs shall not exceed forty (40) square feet (4 feet x 10 feet) and must be attached flush against the wall to which they are attached.
- e. One sign permitted in this section may be placed on other land belonging to the same owner, providing such other land is directly contiguous to the subdivision or planned development being advertised, and both properties involved are approved phases of the same overall development. Any sign permitted within this section may be illuminated or may be lighted if the source of lighting is not visible. Animated illumination or lighting shall not be employed.
- f. Action flags are permitted subject to the following provisions:
- i. Action flags are permitted to be located in new developments only. Once all original lots have been sold the flags must be removed immediately.
 - ii. Action flags shall not exceed twenty feet (20') in overall height.
 - iii. Action flags shall not exceed fifteen (15) square feet in size.
 - iv. Four (4) flags may be placed along the street at each project automobile entrance to the new development and two (2) flags at the sales office or model homes.
 - v. Action flags may be printed with the project or company name and logo.
 - vi. Action flags shall be kept in good condition and must be replaced when worn or tattered.



MAP LEGEND

- Monument A
- Monument B
- Monument C
- Monument D
- Monument E/1E2
- Temporary Sign

EXHIBIT 7.1 MASTER SIGN PLAN

7.2 SITE LIGHTING STANDARDS

STREET AND PARKING LOT LIGHTING

Quality street and parking lot lighting is integral to enhancing the overall experience within the project after dark, providing a safe and inviting environment to gather, shop, dine, and socialize. Sustainable lighting choices that are night sky-friendly are strongly encouraged.

In addition to functional uses, lighting fixtures also provide an aesthetic enhancement to public areas and add to the pedestrian experience. Well-planned lighting is an integral part of the streetscape.

Street and Parking Lot Lighting selection and placement should include the following:

- Night sky-friendly fixtures are preferred
- Fixtures should maintain a consistent level of illumination
- Light fixtures should be durable and well-constructed
- Select fixture style that enhances character of the street
- Pedestrian-scale lighting is encouraged in pedestrian oriented areas
- Low-level pedestrian lighting such as bollards should be utilized and spaced appropriately
- Parking lots and public spaces should have adequate lighting for safety and security

SITE LIGHTING

Quality lighting should be provided within public spaces and places such as plazas, parks, paths and trails and other public gathering spaces throughout the project. The following lighting practices are allowed and should be implemented in order to:

1. Increase safety in areas that people use
2. Aid in geographic orientation, as people can use well-lit focal points (fountains, buildings, bridges, towers, sculpture, et al.) as landmarks to help them find their way
3. Highlight the identity and uniqueness of an area
4. Create a sense of drama

Landscaping: Trees lit with small white "bee" lights add to an outdoor space providing positive attention to streets and public spaces year round.

Transit stops: Lighting should be emphasized at transit locations for public safety as well as to draw attention to and encourages use of such amenities.

Entrances: Careful evening lighting around building entrances — especially in residential building doorways — contributes to the safety of a use even more than indiscriminate use of bright lighting that is not focused on areas of use.

Edges: The edges of a park or plaza — particularly any interesting gateposts, fences, and specimen trees visible from the adjacent street - may be lit to help define and identify the interior space. Buildings located on the edges of a park can also have seasonal lights.

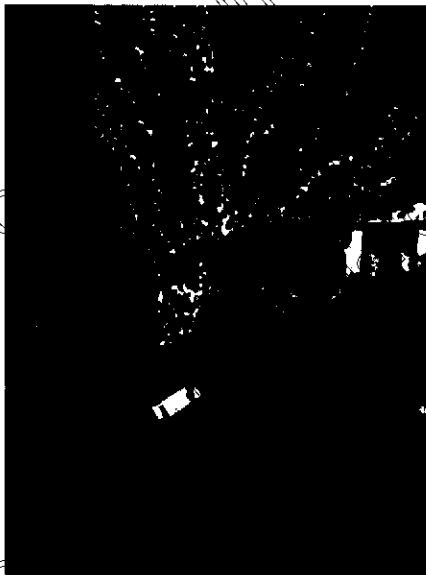
Retail displays: Lighting retail displays, even when stores are closed, not only provides ambient light for the street, but also encourages window-shopping. This tactic can help to increase the number of people on a street, which is a major contributor to security.

Architectural details: Lighting entrances, archways, cornices, columns, and so forth can call attention to the uniqueness of a building, place, or district and bring a sense of drama to the experience of walking at night.

Signage: Well-lit maps, along with directional and informational signage, are essential to providing orientation at night.

Focal points: Lighted sculpture, fountains, bridges, towers, and other major elements in a district, especially those visible to passing pedestrians and vehicles, provide another form of way finding.

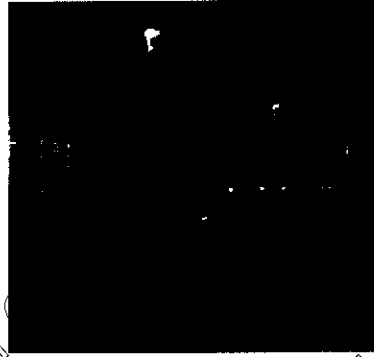
As a traffic-calming device: The difference between a pedestrian-lit street and a highly illuminated highway automatically signals drivers that they have entered a new and different zone, and compels them to slow their driving speed.



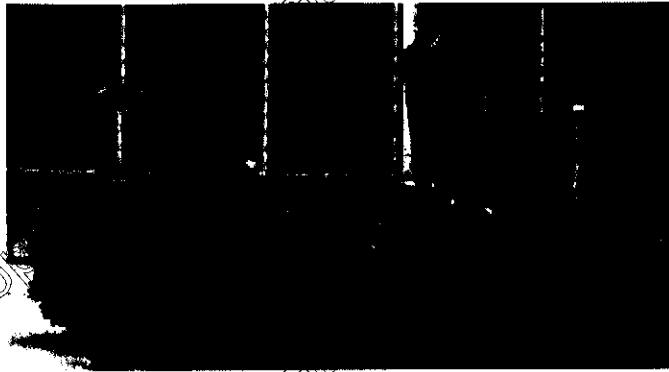
"BEE" LIGHTS



12-16' PEDESTRIAN LIGHTS WITH SINGLE OR DOUBLE FIXTURES



WALL SCONCE FIXTURES



BOLLARD FIXTURES

EXHIBIT C
(Signage Site)

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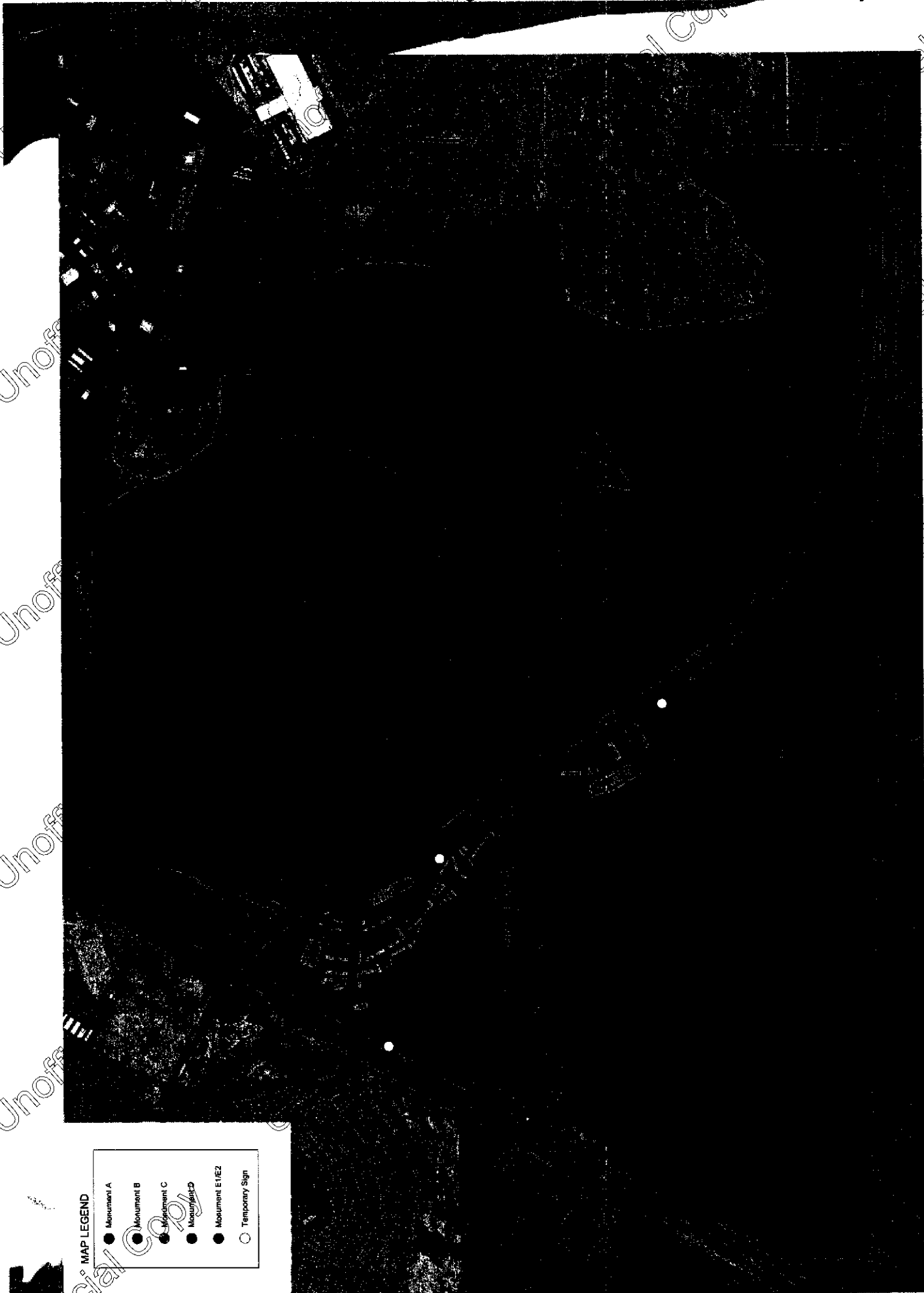
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MAP LEGEND

- Monument A
- Monument B
- Monument C
- Monument D
- Monument E/EEZ
- Temporary Sign

EXHIBIT 7-1 MASTER SIGN PLAN