



When Recorded Return to:  
City of St. George  
Attention: Legal Department  
175 North 200 East  
St. George, Utah 84770

**BRIDLEGATE ESTATES  
PLANNED UNIT DEVELOPMENT  
DEVELOPMENT AGREEMENT**

<sup>2nd</sup> THIS DEVELOPMENT AGREEMENT (herein "Agreement") is entered into this day of December, 2005, by and between SunChaser, LC, a Utah limited liability company, and/or assigns (herein "Developer") for the land to be included in or affected by the project located on 3000 East and 2450 South, and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City").

**RECITALS**

**WHEREAS**, Developer has approximately 54.18 acres of real property located within the City limits of the City of St. George, Utah as described in Exhibit "A" (the "Property"), on which it proposes the development of a PUD to be known as Bridlegate Estates (herein the "Project"); and

**WHEREAS**, Developer has voluntarily represented to the St. George City Council that it will enter into this binding development agreement; and

**WHEREAS**, Developer is willing to design and develop the Project in a manner that is in harmony with the objectives of the City's General Plan and long-range development objectives and which addresses the more specific planning issues set forth in this agreement and is willing to abide by the terms of this Agreement; and

**WHEREAS**, The City, acting pursuant to its authority under UTAH CODE ANNOTATED § 10-9-101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit "A". No additional property may be added to this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.
2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police 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 provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
3. **Compliance with City Design and Construction Standards.** Developer acknowledges and agrees that unless expressly stated otherwise nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees and compliance with the City's design and construction standards.
4. **Compliance with PD.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with the planned development as presented and approved by the St. George City Council.
5. **Specific Design Conditions.** The specific design standards, as set forth in the PD text, the Developer's presentation to the St. George Planning Commission and St. George City Council, the Developer's application, as approved by the St. George City Council, are subject to review pursuant to the permitted use process required for the Project and may be modified based on that permitted use process. The minimum lot area shall be 12,500 square feet with a maximum number of lots to be 108. An open space/equestrian area shall encompass a minimum of 11.72 acres (hereafter the "Recreation Area"). The Recreation Area may contain structures related to the enjoyment of said area by the members having access; the structures are anticipated to include a clubhouse/recreation center, several stables, and accessory buildings, including but not limited to storage for feed and equipment to service the Recreation Area. Phasing and construction shall be consistent with the PD text.
6. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.
7. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale of the Property or any part thereof by Developer.

8. **No Joint Venture, Partnership or Third Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

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

10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

SunChaser, LC  
Attn: Brad Oliverson  
1202 E. St. James  
St. George, Utah 84790

City of St. George  
Attn: City Attorney  
175 East 200 North  
St. George, UT 84770

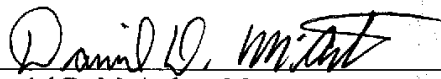
Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

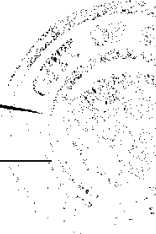
11. **Law.** Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah.

12. **Court Costs.** In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

**CITY OF ST. GEORGE**

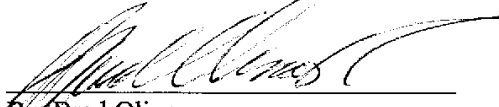
  
Daniel D. McArthur, Mayor



Attest:

  
Gay Cragun, City Recorder

**DEVELOPER - SUNCHASER, LC**

  
By: Brad Oliverson  
Its: Managing Member

Approved as to form:

  
City Attorney



**PHASE 1 LEGAL DESCRIPTION:**

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BEGINNING AT A POINT LOCATED NORTH 00°53'04" EAST, 699.32 FEET ALONG THE CENTER OF SECTION LINE FROM THE CENTER ONE-QUARTER SECTION CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; THENCE SOUTH 89°02'59" EAST, 27.18 FEET, SAID POINT BEING THE POINT OF BEGINNING; SAID POINT ALSO BEING LOCATED ON THE EAST RIGHT-OF-WAY LINE OF 3000 EAST STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°14'41" EAST, 1033.22 FEET TO A POINT ON A 2005.00 FEET RADIUS CURVE TO THE LEFT, THENCE ALONG THE ARC OF SAID CURVE 104.52 FEET, THROUGH A CENTRAL ANGLE OF 2°59'12"; THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 89°02'59" EAST, 137.65 FEET; THENCE SOUTH 89°39'17" EAST, 50.00 FEET; THENCE SOUTH 89°00'56" EAST, 423.38 FEET; THENCE SOUTH 00°59'04" WEST, 170.00 FEET; THENCE, NORTH 89°00'56" WEST, 25.38 FEET; THENCE, SOUTH 00°59'04" WEST, 759.60 FEET; THENCE NORTH 88°41'16" EAST, 31.80 FEET; THENCE, SOUTH 01°18'44" EAST, 185.00 FEET; THENCE, SOUTH 88°41'16" WEST, 627.78 FEET TO THE POINT OF BEGINNING.

CONTAINS: 15.39 ACRES