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## Development Agreement

### — COPPER ROCK GOLF COURSE COMMUNITY — HURRICANE CITY, UTAH

COPPER ROCK PROPERTIES, LC, a Utah limited liability company (“**Owner**”), FAIRWAY VISTA ESTATES, LC, a Utah limited liability company (“**Developer**”), and HURRICANE CITY, UTAH (“**Hurricane**” or “**City**”), a municipality and political subdivision of the State of Utah, hereby make and enter into this Development Agreement (the “**Agreement**”) this 26<sup>th</sup> day of April, 2017, in connection with and to govern the development of the contemplated Copper Rock Golf Course Community.

#### RECITALS

**A.** Owner is the owner of approximately 900 acres of real property situated south of Hurricane, Utah, in Sections 21, 28, and 33 of Township 42 South, Range 13 West (Salt Lake Base and Meridian), as more fully described in Exhibit “A” attached hereto (the “**Property**”).

**B.** Owner has agreed to sell the Property, in phases, to Developer, which proposes to develop the Property into a planned-unit residential project, including an 18-hole golf course, to be known as the Copper Rock Golf Course Community (the “**Project**”).

**C.** The Project is planned to include residential, commercial, and community-related facilities. The layout and design of the Project is depicted on the preliminary site plan attached hereto as Exhibit “B” (the “**Project Site Plan**”).

**D.** Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of Hurricane’s general plan and its zoning and development ordinances, in order to receive the benefits detailed below.

**E.** Developer has previously submitted a petition for annexation of the Property into the City and desires that said Property, upon such annexation, be zoned as a Planned Development Overlay (“**PDO**”) in which the underlying base zone is R-1-10.

**F.** At the same time that City approves the annexation, the Parties shall enter into this Development Agreement in order to implement the purposes and conditions of

the zoning approval for the Project, and to more fully set forth the covenants and commitments of each party under applicable state law and City's ordinances, including City's land use ordinance.

**G.** In approving the Development Agreement, City finds that the terms and conditions of the Agreement: (i) meet the spirit and intent of Section 10-23-1 *et seq.* of City's land use ordinance, (ii) will allow integrated planning and design of the Property and, on whole, better development than would be possible under conventional zoning regulations, and (iii) meet density limitations of the R-1-10 zone.

**H.** Furthermore, the City Council, in the exercise of its legislative discretion, acting pursuant to its authority under the Utah Land Use, Development, and Management Act, Utah Code §§ 10-9a-101 *et seq.*, and in furtherance of its General Plan, finds that the proposed Project, and its development as contemplated:

- a. serves the best interests of the City and the welfare of its citizens;
- b. is compatible with the City's needs; and
- c. allows for utility and transportation services to be incorporated into a comprehensive plan to provide service to the Project.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms of this Agreement, as more fully set forth below, Owner and the City hereby agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated fully into this Agreement as if fully set forth herein.
2. **Designation of Parties.** As used throughout this Agreement, the terms "Developer" and "Owner" shall be used interchangeably so that all obligations and covenants of Developer as stated herein shall be obligations and covenants of the Owner, and vice versa.
3. **Definitions.** Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by Title 10, Hurricane Municipal Code, (the "**Land Use Ordinance**") in effect on the date this Agreement is executed, or, if different, by this Agreement. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.
  - a. "Base Density" means the maximum number of ERU's set forth below which is allowed within the Project as calculated pursuant to Section 10-23-8(B) of City's Land Use Ordinance and as approved by City when granting the PDO zone approval for the Project and approval of the Project Site Plan.

- b. "City Standards and Specification for Public Improvements" means those design and construction guidelines, standards and specifications contained in City's Ordinance.
- c. "City's Land Use Ordinance" means Title 10 of the Hurricane City Municipal Ordinances entitled the "Land Use Ordinance of Hurricane City".
- d. "Commercial Uses" means any commercial uses that comply with the limitations and types of use set forth in Sections 10-15-1 (Table) and 10-23-5 of City's Land Use Ordinance and this Agreement.
- e. "CC&Rs" means the Master Declaration of Covenants, Conditions and Restrictions to be recorded against the Project as a whole ("**Master Declaration**"), and any subsidiary Declaration of Covenants, Conditions and Restrictions that may be recorded against an individual parcel within the Project.
- f. "Development Activity" means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, or excavation, or any changes in the use of land that creates additional demand and need for public facilities.
- g. "Development Parcel" means an area within the Project that shall hold the potential of being developed, in part or whole by Developer, into one or more separate residential or commercial subdivision phases.
- h. "ERU" means equivalent residential unit. An equivalent residential unit means a dwelling unit as defined by City's Land Use Ordinance.
- i. "Final Site Plan" means a site plan approved pursuant to Sections 10-7-10, 10-23-7(D), as amended, and other applicable provisions of City's Land Use Ordinance. For purposes of this Agreement, the twelve (12) month requirement of Section 10-23-7(D) of City's Land Use Ordinance shall mean Developer must obtain the approval of a Final Site Plan for at least one Development Parcel within twelve (12) months of the date this Agreement.
- j. "Golf Course" shall mean the 18-hole golf course to be constructed within the Project as depicted in the Project Site Plan.
- k. "Land Use Application" means any application for development within the Project submitted to City by Developer or any Sub-Developer subsequent to the execution of this Agreement.

- l. "Multi-Family Uses" means certain residential uses other than single family detached housing, including without limitation, apartments, condominiums, and town homes and other forms of multi-family land uses. The term does not include hotels, which may be included in the commercial zones shown on the Project Site Plan. The term does not include short-term vacation rental homes, "condotels", and timeshares, which may be included in the recreation resort zones shown on the Project Site Plan.
- m. "Ordinance" means the Hurricane City Municipal Code, including City's Land Use Ordinance.
- n. "Planning Commission" means the Hurricane City Planning Commission.
- o. "Project improvements" means site improvements and facilities that are planned and designed to provide service for the Project resulting from a Development Activity, and necessary for the use and convenience of the occupants or users of development resulting from a Development Activity. "Project improvements" does not mean system improvements.
- p. "Project Site Plan" means the site plan attached hereto and incorporated herein by this reference as Exhibit B, and hereby approved pursuant to the City's Land Use Ordinance.
- q. "Proportionate share" means that cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any use within the Project.
- r. "Sub-Developer" means any person, entity, group, association or political subdivision responsible to construct and/or prepare a Development Parcel, or any part thereof, for the construction or pre-construction of structures.
- s. "System improvements" means existing public facilities that are designed to provide services to service areas within the community at large, and future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the community at large. "System improvements" does not mean project improvements.

4. **Representations, Findings and Purpose**

4.1. **Developer's Ongoing Representations.** Developer represents, covenants and warrants that it now has, and throughout the term of this Agreement will maintain: (i) sufficient control over the Property to be developed to ensure that development will occur as approved, (ii) the financial capability to carry out the improvement of each respective Development Parcel as such is approved by City, and (iii) the capability to

start construction within one year of Final Site Plan approval of the first Development Parcel.

4.2 **Compliance and Benefits to City.** City finds that: (i) the Project Site Plan and this Agreement are consistent with the PDO ordinance and all other applicable ordinances, rules, regulations and policies of City; and (ii) the development of the Project pursuant to this Agreement, the PDO zone approval and the Project Site Plan will further the health, safety and general welfare of City and its residents by requiring development of the Project in a manner consistent with the applicable ordinances, rules, regulations and policies of City.

4.3. **Reliance by the Parties.** City acknowledges and agrees that Developer is relying on the execution and continuing validity of this Agreement, as well as City's faithful performance of its obligations hereunder, in Developer's present and continued expenditure of substantial funds in connection with the project. Developer acknowledges and agrees that City, in performance of its obligations hereunder, is relying on Developer's representations contained in paragraph 4.1 above, as well as the execution and continuing validity of this Agreement and Developer's faithful performance of its obligations hereunder.

4.4. **Purpose and Authorization to Develop.** The parties desire that City have reasonable certainty concerning the manner in which the Project will be developed and that Developer will have reasonable certainty in proceeding with development of the Project. Through this Agreement, Developer agrees to comply with the terms of the PDO zone Approval, the Project Site Plan and this Agreement, and in exchange, City authorizes Developer to develop the Project as set forth in the PDO zone Approval, the Project Site Plan and this Agreement. Accordingly, the Project Site Plan is hereby adopted for the Project.

5. **Applicable Laws and Regulations** The parties acknowledge that, upon finalization of annexation of the Property, the Project will be located within the municipal boundaries of City, and all development and improvements of any sort, on-or-off-site, relating to the Project shall therefore comply with City's ordinances, rules, regulations, and procedures and this Agreement. City acknowledges that in certain instances, coordination of design and other standards may be necessary with other public and quasi-public entities.

5.1 **PDO Approval.** The PDO zone approval and Project Site Plan shall not be affected by any inconsistent or contrary moratorium, ordinance, resolution, rule or regulation enacted by City that prohibits or regulates the ERU density, land uses, and site improvements shown on the Project Site Plan, nor shall any further exactions be imposed by City.

5.2. **Land Use Applications.** Any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the City's ordinances in effect when a complete application is submitted.

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

5.4. **Later Enacted State or Federal Law.** The rights and obligations of the parties under this Agreement shall be subject to later enacted state and federal laws and regulations to the extent applicable to the Project.

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

5.6. **Golf Course Construction.** City acknowledges that considerable grading has occurred on the Property in furtherance of Golf Course construction at the locations generally depicted on the Project Site Plan. City hereby grants Owner its consent to continue and complete construction and grass grow-in of the Golf Course without obtaining any additional excavation or building permit. Further grading, excavation, and constriction work on the Property shall be subject to City's Land Use Ordinance, as further provided in this Agreement.

6. **Project Development and Zoning**

6.1 **Project Developers.** Developer anticipates either constructing individual portions of Development Parcels itself or conveying the same to Sub-Developers for development in a phased manner. Any such conveyance to a Sub-Developer shall be subject to Sub-Developer's compliance with all terms and conditions of this Agreement.

6.2 **Zoning.** Upon annexation of the Property into City, the Property shall be zoned as a PDO with an underlying base zone of R-1-10, except where otherwise provided on the Project Site Plan.

**6.3 Vested Rights.** It is understood and agreed that execution of this Agreement by the City shall constitute the sufficient, submitted, complete, and approved application contemplated by Utah Code § 10-9a-509. To the maximum extent permissible under the law, it is the intent both of City and Owner that the execution of this Agreement grants and vests in Owner all rights, consistent with City's general plan, City's zoning & subdivision codes, parks master plan, transportation master plan, and other specific plans ordinances and plans generally applicable throughout City, to develop the Property as provided in this Agreement without modification or interference by City, except as specifically provided herein. The Parties intend that the rights granted to Owner under this Agreement are both contractual and as provided under the common law concept of "vested rights". Accordingly, Owner shall have the vested right, as of the date of this Agreement, to develop and construct the Project in accordance with the Project Site Plan and the other applicable provisions of this Agreement. It is expressly understood by City that Developer and Owner may assign all or portions of its rights under this Agreement, provided such assignees agree to be bound by the terms of this Agreement.

**6.4. Guaranteed Density and Uses.** City specifically acknowledges that at build-out Developer shall be entitled to a total overall density of 2,218 ERUs, including recreation resort units, within the Project. That density equals approximately 3.9 residential units to the acre. Such densities shall not apply to retail commercial, office, hotel, golf course facilities, or resort uses within the Project. Further, the parties acknowledge that actual densities on certain acreage will exceed 3.9 units per acre because several hundred acres of the Property will be: (a) used for a golf course, (b) otherwise set aside as open space, and (c) used for retail, office, or resort uses.

**6.5. Commercial Density.** The Project may include up to 958,320 square feet of Commercial Uses in areas designated for such in the Project Site Plan. Such maximum square foot limitation may be increased only by the City amending Project Site Plan as provided in Section 10-23-7 and other related sections of City's Land Use Ordinance. The maximum square foot limitation for Commercial Uses within the Project shall not apply to any amenities located within the Golf Course including, but not limited to, the club house for the Golf Course and all clubhouses and separate amenities such as pools, weight rooms, laundry facilities, tennis courts, etc., Golf Course maintenance-related structures such as repair and maintenance garages, storage and supply sheds, well and pump houses, mechanical equipment buildings, and underground garages and storage facilities, located within an individual Development Parcels.

**6.6. Density Reporting.** Each development application submitted by

Developer pursuant to this Agreement for a particular development phase shall include a statement of: (1) the total number of residential units allowed under this Agreement; (2) the cumulative total number of residential units previously approved for all of the Project to the date of the application; (3) the number of units and densities for which a permit is sought under the particular development phase application; and (4) the balance remaining allowable to the Project.

Each commercial development application submitted by a Developer or Sub-Developer relating to a Development Parcel within the Project shall, in addition to those items required by City's ordinances, include a statement of (i) the total number of square feet of Commercial Uses allowed under the this Agreement; (ii) the cumulative total number of square feet of Commercial Uses previously approved for all of the Development Parcels within the Project as of the date the application was submitted to City; (iii) the number of square feet of Commercial Use square footage remaining allowable to overall Project.

**6.7 Development Phases.** City acknowledges that Developer intends to submit multiple applications from time-to-time to develop portions of the Project in development phases. City acknowledges that some development phases submitted for approval may have densities greater than the 3.9 residential units to the acre density specified above. So long as the cumulative number of approved units does not exceed the maximum number of residential units allowed above at the ultimate build-out for the entirety of the Project, the density of any particular phase shall not be grounds for the City to deny the application for the particular development phase submitted for approval.

**6.8 Dedication of Public Improvements.** All roads, trails, sidewalks and park strips, parks, open space, and other public improvements provided or required in each respective development phases of the Project shall be dedicated by Developer to the City by final subdivision plat, provided those improvements comply with City Standards and Specifications for Public Improvements. No portion of the Golf Course property will be dedicated to City unless otherwise provided in a separate agreement. City may not subsequently increase the amount of trails, parks, and open space it requires Developer to dedicate above that required by the City's ordinances in effect as of the date of this Agreement.

**6.9 Ownership and Maintenance of Open Space.** Unless otherwise agreed to by the parties hereto, all open space (except the Golf Course), including parks and trails, shall be either conveyed to a homeowners association for the Project, or dedicated to the City, on a case-by-case basis as to each Development Parcel. In the absence of City's consent to



accept such dedication, the default shall be conveyance to the homeowners association. After the date of any such conveyance or dedication, the City or the homeowners association, as the case may be, shall be responsible for the maintenance of any such open space.

6.10 Infrastructure and Reimbursement. In accordance with Hurricane City Code Title 9 Chapter 6 "Construction of Public Facilities," Developer acknowledges that System Improvements may not be adequate to serve the development proposed by this Agreement and agrees to be solely responsible for construction of any System Improvements that may be required. Upon request and in accordance with City ordinances, Developer shall be entitled to be reimbursed for the cost of any System Improvements except for Developer's proportionate share of System Improvement costs.

6.11 Community Association. At Developer's election, Developer may record against one or more phases of development a 'Declaration of Covenants, Conditions & Restrictions' ("CC&Rs"), the provisions of which shall be enforced by a community or homeowners association to be organized by Developer.

7. **Modification of Site Plan and Zoning; Compliance with City Codes; Development Approval.**

7.1 Simple Changes to Project Site Plan. City acknowledges that the PDO zone approval and Project Site Plan is a generalized depiction of the proposed development of the Project with specific land uses permitted as shown on the Project Site Plan. This Agreement contemplates that Developer may modify the Project Site Plan, as long as the total Base Density allowed and specific land uses permitted and described in the Project Site Plan are not changed or increased. Said changes shall be processed in accordance with City's Land Use Ordinance standards for approving a site plan amendment. The amendment shall be approved by the Zoning Administrator if the Zoning Administrator finds that (i) the changes include proposed uses that are consistent with uses permitted on the site, (ii) the uses were permitted when the site plan was approved, (iii) the proposed alteration meets the approval standards of the Code, (iv) the architecture of the proposed change and the landscaping, site design and parking layout are compatible with facilities existing on the site, and (v) the site can accommodate any change in the number of employees on the site or any change in impact on surrounding infrastructure.

7.2 Material Changes to Project Site Plan. If Developer desires to materially modify the Project Site Plan, Developer shall submit a site plan review application together with the required application fee to City. City's review of such application shall be treated as an application for site

plan review according to the procedures set forth in Section 10-7-10 of the City's Land Use Ordinance.

**7.3 Compliance With City Ordinances.** Subject to the provisions of this Agreement, Developer agrees to comply with City's ordinances, rules and procedures in effect as of the date of submission of each application for approval of preliminary and final subdivision plats and other aspects of the Project, including the payment of applicable fees as noted in Section 9.1 below. Developer shall be required to comply with any subsequent iteration of City's ordinances concerning those portions which generally apply universally to all developments in City, provided that if any such subsequent iteration of City's ordinances operates to reduce the development density or restrict or eliminate the uses approved in the locations depicted in the Project Site Plan, such provision shall be deemed waived by City.

**8. General Conditions of PDO Zone Approval.**

**8.1. Maximum Development Area.** The entire Project and the corresponding PDO zone shall be limited to the Property described in Exhibit A, unless changed by a future amendment to the Project Site Plan as provided in Section 10-23-7 and other related sections of City's Land Use Ordinance.

**8.2. Approval of Land Use Application Other Than Project Site Plan Modifications.** Any decision by City which is adverse to the Developer, its successors or assigns, regarding a development application, subdivision plat or amendment, certificate of compliance, conditional use, variance, building permit or any other approval required from City, other than Project Site Plan modification application, may be appealed as provided in City's Land Use Ordinance.

**8.3. Specific Commercial Uses.** The parties agree that Developer may, upon obtaining a business license from City, construct, market and operate the following types of business operations in the commercial and recreation resort areas designated within the Project Site Plan:  
Commercial Zone – over-night lodging, short-term lodging, gift shops and convenience stores incidental to said lodging, office buildings, and light industrial business park buildings, restaurants, bars, event facilities, and convention and meeting space with kitchen facilities and outdoor patios;  
Recreation Resort Zone – time-share and condo rentals, vacation homes, and “condotels”. City expressly grants Developer a variance to construct structures within the Recreation Resort Zone at a maximum structure height of three (3) stories or up to a maximum of fifty (50) feet, whichever is less.

**8.4. Specific Development Standards for Multi-Family Residential Parcels.** The parties agree that Developer may construct housing structures which are Multi-Family Uses within those development parcels designated in the Project Site Plan as “Multi-Family Housing”. City expressly grants Developer a variance from PDO standards to construct structures designated as Multi-Family Uses with a maximum height, excluding underground parking, of three (3) stories or fifty (50) feet above ground level, whichever is less; provided, however, that those lots located within the single-family lot area around the Golf Course clubhouse and Golf Course holes 6, 7, 8, 9, 10, 17, and 18 on the Project Site Plan and designated for Recreation Resort use are not approved for this greater height.

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

**9.1. Conditions of Approval and Impact Fees.** With respect to the Project, Developer accepts and agrees to pay all plan review, impact, connection, building and other fees in accordance with City’s ordinances now in effect or as may be amended from time to time, unless a reimbursement agreement is signed and approved for a specific Development Parcel.

**9.2. Dedication of Infrastructure Improvements.** Unless otherwise specifically provided herein, Developer shall dedicate all Project and System improvements in the Project to City upon completion of construction and installation and acceptance by City. City may manage such improvements to achieve operating efficiencies as City may determine.

**9.3. Reasonable Assurance.** Upon written request by City, Developer shall, within 60 days of such request, provide reasonable assurance to City that Developer currently possesses or is reasonably certain to obtain sufficient financial resources necessary to undertake and complete construction of the Golf Course, the club house associated with the Golf Course, and improvement of the Project’s first Development Parcel in accordance with purposes and provisions of this Agreement. City may request, and Developer shall provide, similar financial assurances as Developer makes application to City for approval of each subsequent Development Parcel.

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

**10.1 Ordinances of General Applicability.** This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards or rules regulating development generally applicable to the entire area of the City, such as requiring compliance with the City

geotechnical, drainage, and other engineering requirements, requiring street development or other such similar rules, as long as those ordinances or rules do not reduce the density, uses, or materially increase the amount of exactions or dedications of Developer under this Agreement or the Project Site Plan.

**10.2 Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards or rules regulating development. City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Developer's detriment may render City liable to such remedies as may be available to Developer under such circumstances. Any ordinance, plan, or regulations which operates to reduce the development density, increase exactions or dedications or modify the uses approved in the Project Site Plan or this Agreement shall be deemed to be waived by City insofar as it relates to the Project.

**10.3 Project and System Improvements – Cost Sharing.** Developer shall bear the entire cost of constructing Project Improvements needed to service the Project. Developer shall also bear the initial cost of constructing System Improvements required as a result of the Project, but shall be entitled to be reimbursed for the cost of such System Improvements, except for Developer's proportionate share of System Improvement costs as provided in City's ordinances.

**10.4 Reimbursement Agreement.** Prior to constructing any System Improvement required for the Project authorized by approval of a final subdivision plat, Final Site Plan, or other permit, Developer and City shall execute an agreement whereby Developer shall be reimbursed for the cost of constructing such System improvements less Developer's proportionate share thereof as provided in City's ordinances.

**10.5. Compliance with City Requirements and Standards.** Except as otherwise provided in this Agreement, Developer acknowledges it shall comply with all applicable ordinances, resolutions, and City Standards and Specifications for Public Improvements necessary for approval of subdivision plats, site plans, conditional use permits, building permits, construction permits, grading permits, etc. for the Project in effect at the time the Land Use Application is made. Such compliance includes the payment of uniform application and approval fees.

**10.6 Power of Eminent Domain.** City agrees that in the event Developer needs to obtain off-site easements or rights of way for the purpose of constructing System improvements for the Project and is

otherwise unable to negotiate a reasonably acceptable contract for such easements or rights of way, City may, upon the request of Developer, exercise its power of eminent domain to obtain such easements or rights of way, the cost of which shall be treated as provided in Sections 10.3 and 10.4 of this Agreement.

**11. Specific Rights and Responsibilities.**

**11.1 Culinary Water**

a. **Developer's Obligations.** Developer shall design, fund, and construct a culinary water transmission line to run from the nearest City water main to the perimeter of the Project. Then, within the perimeter of the Project Developer shall be solely responsible to design, fund, and construct all pipelines for the distribution of culinary water. Developer shall grant to City such easements and rights of entry as may be necessary for City to introduce culinary water into the Project.

b. **City Obligations.** City shall provide all Development Parcels within the Project with culinary water service in accordance with City's standards for supplying culinary water to property within the City limits.

11.2. **Irrigation Water.** Developer shall be solely responsible to provide all water rights, and irrigation water delivery and transmission facilities to and within the Project and the Golf Course.

**11.3. Transportation And Traffic Mitigation**

a. **Developer Obligations.** Developer shall provide the following transportation infrastructure and take the following traffic mitigation measures:

(i). **Road Improvements.** Developer shall construct access roads within the Project in the general location shown on the Project Site Plan. All road system improvements within Project shall be constructed according to City Standards and Specifications for Public Improvements in phases according to a schedule determined by Developer and approved by City, unless otherwise modified or amended. Prior to the construction of any road system improvements or road intersection improvements within the Project, City shall review and approve or reject with suggested changes, all plans, drawings and specification with respect to the alignment and construction of such road and intersection improvements.

(ii). **Dedication of Roads.** Following Developer's completion of the construction of any road improvements, Developer shall dedicate such improvements to the City. The width and construction standards for such

street shall be determined by applicable provisions of City's Land Use Ordinance.

b. City Obligations.

(i). Street Rights-of-Way. City shall cooperate with Developer, as necessary, to obtain all necessary rights-of-way for ingress and egress and connectivity upon property located outside of the Project including, if required and mutually agreed to by City and Developer, the exercise of eminent domain by City. The exercise of City's power of eminent domain shall be requested of City only to insure the desired location of arterial, parkway and collector streets necessary for the Project. Developer shall pay all costs incurred by City in the prosecution of any such eminent domain action, including court costs, attorney fees, and expert fees in acquiring right-of-way for its property.

(ii). Street Design. City accepts the street design cross section for an 80' residential collector road included in this Agreement as Exhibit "C" as an approved cross section in accordance with the Project Site Plan.

(iii). Dedication. All streets within the Project shall be improved by Developer in accordance with those City Standards in effect at the time they are constructed and upon completion shall be dedicated by Developer to City free and clear of liens or encumbrances.

11.4. Police and Fire Protection. City shall provide police protection to all residences and businesses in the Project. This obligation shall not be enforceable by or against any third-party claiming to be a beneficiary as provided in this Agreement. The parties acknowledge that City has no obligation to provide fire protection to the Project because that service is the responsibility of an independent special service district.

11.5. Parks, Trails and Open Space Areas

(i) Golf Course. Developer shall design, fund and construct the Golf Course in the location generally identified in the Project Site Plan. After construction, the Golf Course shall be available for play by the general public. Developer reserves the right to seek discounted rates and play-time blackouts for residents of the Project. The parties acknowledge that, as of the date of this Agreement, Developer has already commenced construction of the Golf Course. City hereby grants Developer its consent to continue and complete construction and grass grow-in of the Golf Course without obtaining any additional excavation or building permit. However, may not construct a club house or open the Golf Course for business without obtaining appropriate permits from City. After opening the Golf Course for business, City shall have no responsibility to manage and maintain the Golf Course.

(ii) **Trails System.** Developer may design, fund and construct the system of trails and trail heads in the general location described and depicted in the Project Site Plan. If a trail is integrated into the road design for any phase of the Project and is at least 10 feet wide, that trail will satisfy the sidewalk requirement for one side of such street. Developer shall dedicate any areas of the trail system that run through, or are adjacent to a Development Parcel at the time of approval and recording of any subdivision plat or road dedication for such Parcel or at the time of acceptance of final site plan improvements.

(iii) **Open Space.** Unless otherwise agreed to by the parties hereto, all open space (except the Golf Course), including parks and trails, shall be either conveyed to a homeowners association for the Project, or dedicated to the City, on a case-by-case basis as to each Development Parcel. In the absence of City's consent to accept such dedication, the default shall be conveyance to the homeowners association. After the date of any such conveyance or dedication, the City or the homeowners association, as the case may be, shall be responsible for the maintenance of any such open space. In the event Developer elects to grant a conservation easement over some or all of the Project's open space parcels, City agrees to be the grantee of such easement.

(iv) **School Sites.** The sites depicted on the Project Site Plan for school sites shall be made available for sale at market rates to the Washington County School District, charter schools, and private schools.

#### 11.6. **Electrical Power**

(i) **Developer Obligations.** The Project is located within the service boundaries of Hurricane City Power. Developer will hire an approved electrical contractor to build the Project's electrical system to Hurricane City specifications. Once the electrical system for each Development Parcel is constructed, inspected, and energized, Hurricane City Power will accept and operate that portion of the electrical system using prudent utility practices. Developer will warranty each such portion of the electrical system for one year, after which City will assume full responsibility.

(ii) **City Obligations.** City shall provide all Development Parcels within the Project with electric power service and shall maintain all dedicated electrical system components within the Project in accordance with the standards established for the power system. If needed and pursuant to Paragraph 10.6, City shall obtain the appropriate easements, rights of way, rights of entry, or other servitudes as may be necessary for the construction, placement and maintenance of any transmission lines or other components of an electrical power transmission system constructed by Hurricane City Power to service the Project.

#### 11.7. **Storm Drainage**

(i) **Developer's Obligations.** Developer shall design a storm drainage plan for the Project in compliance with City Standards and Specifications for Public Improvements. Upon City approval of that plan, Developer shall fund and construct the storm drain facilities for each respective phase of the Project's development.

(ii) **City Obligations.** Upon Developer's dedication to City of streets, easements, and storm drain infrastructure within the Project (except retention ponds located within the Golf Course), City shall operate and maintain all storm drain facilities within the Project.

11.8 **Sewer.** The Parties acknowledge that the Project is located within the service area of Ash Creek Special Service District. Developer understands and agrees that all sewer system improvements, including sewer lines, manholes, pumps and other related facilities, shall be constructed and installed by Developer in accordance with all rules and regulations of Ash Creek Special Service District, including said District's Construction Standards.

11.9. **Street Lighting.** The parties acknowledge and agree that preservation and protection of the night sky from light pollution is of critical importance to property within the Project and other property in the general area of the Project. In order to achieve this goal, the Parties specifically agree as follows:

(i) Until such time that City adopts an ordinance designed to preserve and protect the night sky, City shall permit Developer to depart from City's existing street lighting standards by reducing the number and spacing of street lights, and by allowing low lumen fixtures and light deflection and similar light mitigation devices to provide consistency and harmony with lighting of the surrounding area, and

(ii) Developer shall take such steps as may be necessary to ensure such preservation and protection of the night sky by: (1) installing low-lumen fixtures, light deflection and such other similar light mitigation devices within the Project that will ensure consistency and harmony with lighting in the surrounding area, (2) including light pollution diminution or mitigation covenants as part of the Project's CC&Rs, and (3) complying with any ordinance that may in the future be enacted by the City for the purpose of preserving and protecting the night sky.

11.10. **Miscellaneous Utilities**

(i) **Developer's Obligations.** Developer shall be responsible for the provision of miscellaneous utility infrastructure within the perimeter of the Project. Developer shall provide, and or dedicate to City or reserve to itself, as applicable, all easements, rights of way, right of entry, or other servitudes as may be necessary for the installation and maintenance of the miscellaneous utilities infrastructure within the Project.



(ii) **City's Obligations.** Subject to the location of existing or planned miscellaneous utility infrastructure, City agrees to dedicate easements and infrastructure on property owned by City as may be necessary to connect, link, construct or accommodate such utility improvements in the Project, provided that City shall have the authority to determine the route for such improvements.

11.11. **Liquor Licensing.** City acknowledges Developer's plan to apply to City for a liquor license for the Golf Course clubhouse for beer, wine and liquor. City agrees to process and consider any such application in good faith.

12. **Further Exactions.** Subject to the obligations of Developer set forth herein, no further exactions shall be required of Developer by City, provided that this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed.

13. **General Terms and Conditions.**

13.1 **Term of Agreement.** The purpose of this Agreement is to ensure development of the Project as provided in this Agreement. Accordingly, unless sooner terminated as provided herein, the term of this Agreement shall: (i) commence on the date this Agreement has been executed by each of the Parties; (ii) expire when all public and private infrastructure improvements in the Project have been constructed and accepted as complete by City and certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; or (iii) expire if Developer does not commence construction of improvements in an approved new Development Parcel or new Development Phase within a period of five (5) years, or (iv) expire when the essential purposes of this Agreement are no longer achievable as determined by the owners of a majority of the acreage of the undeveloped portion of the Property.

13.2 **Successors and Assigns.** This Agreement shall be binding upon City and Developer and their heirs, successors, transferees or assigns in the ownership or development of any portion of the Project. Nothing in this Agreement shall prohibit Developer or Owner from selling or conveying individual Development Parcels or tracts of the Property to builders, users, or developers; provided, however, that the lands so sold and conveyed shall continue to be subject to this Agreement, shall bear the same rights, privileges, uses, configurations, and densities as applicable to such Development Parcels under this Agreement, and shall be subject to the same limitations and rights of City as set forth in this Agreement, without any required approval, review, or consent by City except as otherwise provided herein.

13.3 **Collateral for Project Financing.** Nothing in this Agreement shall be

construed to prohibit the granting of any security interests (including deeds of trust) for financing the development and construction of subdivision improvements, structures, or Golf Course improvements within the Project. Notwithstanding the foregoing, Developer shall be prohibited from granting any deed of trust for any parcel within the Project that is not then a subdivided parcel pursuant to a final recorded plat approved by City. The foregoing prohibition shall not apply to any deed of trust that has been recorded against any of the Project prior to the date of this Agreement.

13.4 Non-Waiver. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

13.5 Agreement to Run With the Land. Within 10 days of the date of execution of this Agreement, Developer shall, at its expense, record said Agreement in the office of the Washington County Recorder in St. George, Utah, and upon such recording shall be deemed to run with the land and shall be binding on all of Owner's and Developer's heirs, successors, transferees or assigns of any portion of the Property or Project.

13.6 Survival. The Parties agree that the obligations imposed by this Agreement are only such as are consistent with City, state, and federal law. The parties further agree that if any provision of this Agreement should become inconsistent with state or federal law as such may be amended from time to time or should be declared invalid by a court of competent jurisdiction, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, and the balance of this Agreement shall remain in full force and effect.

13.7 Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto; nor does this Agreement create any benefits in or confer any rights upon any third parties.

13.8 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. This Agreement may be modified only by a subsequent writing duly executed and approved by the Parties hereto.

13.9 Applicable Law. This Agreement is entered into under and is to be construed in accordance with the laws of the State of Utah. Any action to enforce or interpret this Agreement shall have venue only in the Fifth Judicial District Court of Washington County.

13.10 Time of the Essence. Time is of the essence to this Agreement, and every right or responsibility shall be performed within the times specified.

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

13.12 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions thereof.

13.13 Further Assurance. Each of the Parties shall execute and deliver all such documents and perform all such acts as reasonably necessary to carry out the matters contemplated by this Agreement. By executing this Agreement, the Parties hereto expressly agree to continue to operate in good faith to effectuate its purpose, by giving all consents, executing all documents and providing input and assurances within a reasonable time period after said actions are requested of any Party.

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

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

13.16 Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

13.17 Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence,

that Developer has failed to comply with the material terms hereof, City may declare Developer to be in Default as provided in Paragraph 13.19 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

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

**13.19 Default and Remedies.** Failure of a party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other party shall constitute a default ("**Default**") by such failing party under this Agreement, provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Such notice shall specify the nature of the alleged Default and the manner in which such Default may be satisfactorily cured, if possible. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

In the event of an uncured Default, the non-defaulting party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and/or injunctive relief, but not monetary damages. All rights and remedies under this Agreement, and/or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

If City elects to consider terminating this Agreement due to a Default by Developer, then City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

**13.20 Specific Acts of Default.** The Parties hereto agree that any of the following occurrences, acts, or failure to act shall constitute a Default by Developer, for which City may elect to terminate the agreement in accordance with Section 13.19 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved or illegal subdivision under Utah law or City ordinances, (c) the

Developer's failure to comply with the requirements of Section 9.3 above, or (d) Developer's failure, without good cause as determined in good faith by City, for a period of five (5) years to commence construction of improvements in any new development phase or new Development Parcel. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

13.21 Court Costs and Attorneys Fees. In the event of any legal action or defense between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorney's fee.

13.22 Authority.

(i) Developer and Owner. Each of Developer and Owner hereby represent and warrants to City as follows: (a) each is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah; (b) each has the power and all necessary authorizations to own their properties and assets, and to entered into this Agreement; (c) the person executing this Agreement on behalf of each is duly authorized to do so; and (d) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against each in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors rights generally.

(ii) City. City hereby represents and warrants that: (a) City is a Utah municipal corporation duly organized under the laws of the State of Utah; (b) City has the power and all necessary authorizations pursuant to enabling legislation, the Utah Land Use and Development Management Act (Utah Code § 10-9a-101 et. seq.) and City's Land Use Ordinances to entered into and be bound by this Agreement; (c) the person executing this Agreement on behalf of City is duly authorized to do so; and (d) this Agreement constitutes the legal, valid and binding obligation of City, enforceable against each in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors rights generally.

13.23 Dispute Resolution Provisions. The parties recognize and agree that it is in their mutual interest to attempt to informally resolve any disputes that may arise with respect to the interpretation of this Agreement. In furtherance of that mutual goal, the parties agree to the following dispute resolution provisions:

13.23.1 Meet and Confer. The Parties shall meet within fourteen

(14) calendar days after any objection by any Party to the making or approval of any application for any aspect of the Project in an attempt to resolve such issues or concerns.

13.23.2 Mediation Process. If the Parties are unable to resolve a disagreement under the provisions of Subsection 13.23.21 above, the Parties shall, within twenty business days, appoint a mutually acceptable mediator. The chosen mediator, within 10 business days, shall review the written position statements of the Parties regarding the issue in dispute and promptly attempt to mediate the issue between the Parties. If the parties are unable to reach an agreement, the mediator shall notify the Parties in writing of the resolution the mediator deems appropriate.

13.23.2.1 The Parties shall share equally the mediator's fees.

13.23.2.2 Any opinion issued by the mediator shall not bind the Parties.

13.23.3 Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be delivered personally, by certified mail, or express courier delivery to the Parties at the following addresses:

If to the Owner: Copper Rock Properties, LC  
Attn: Gordon T. Zitting, Manager  
324 Quail Creek Ranch Lane  
Hurricane, Utah 84737

If to Developer: Fairway Vista Estates, LC  
95 East 2400 North Parkway  
Cedar City, Utah 84721-1476

If to the City: City of Hurricane  
Attn: City Manager  
147 North 870 West  
Hurricane, Utah 84737

A Party may change its address by giving written notice to the other Party in accordance with this provision.

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

**13.23.2 Mediation Process.** If the Parties are unable to resolve a disagreement under the provisions of Subsection 13.21 above, the Parties shall, within twenty business days, appoint a mutually acceptable mediator. The chosen mediator, within 10 business days, shall review the written position statements of the Parties regarding the issue in dispute and promptly attempt to mediate the issue between the Parties. If the parties are unable to reach an agreement, the mediator shall notify the Parties in writing of the resolution the mediator deems appropriate.

**13.23.2.1** The Parties shall share equally the mediator's fees.

**13.23.2.2** Any opinion issued by the mediator shall not bind the Parties.

**13.23.3 Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be delivered personally, by certified mail, or express courier delivery to the Parties at the following addresses:

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Attn: Gordon T. Zitting, Manager  
324 Quail Creek Ranch Lane  
Hurricane, Utah 84737

If to Developer: Fairway Vista Estates, LC  
95 East 2400 North Parkway  
Cedar City, Utah 84721-1476

If to the City: City of Hurricane  
Attn: City Manager  
147 North 870 West  
Hurricane, Utah 84737

A Party may change its address by giving written notice to the other Party in accordance with this provision.

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

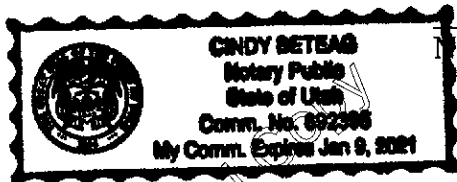
**OWNER:**  
Copper Rock Properties, LC

  
Gordon T. Zitting, Manager

STATE OF UTAH )  
COUNTY OF Washington ) ss.

The foregoing instrument was acknowledged before me on 26th  
April, 2017, by Gordon T. Zitting, in his capacity as Manager of Copper Rock  
Properties, LC.

Andy Beteng



Notary Public

**DEVELOPER:**  
Fairway Vista Estates, LC

Kenneth C. Knudson, Manager

STATE OF UTAH )  
COUNTY OF \_\_\_\_\_ ) : ss.

The foregoing instrument was acknowledged before me on \_\_\_\_\_  
\_\_\_\_\_, 201\_\_\_\_\_, by Gordon T. Zitting, in his capacity as Manager of Copper Rock  
Properties, LC.

\_\_\_\_\_  
Notary Public

**CITY:**  
City of Hurricane



**DEVELOPER:**

Fairway Vista Estates, LC

*Kenneth C. Knudson*

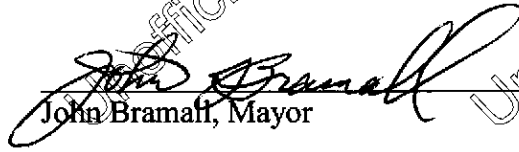
Kenneth C. Knudson, Manager

STATE OF ~~UTAH~~ Arizona )  
COUNTY OF Mohave ) : ss.

The foregoing instrument was acknowledged before me on 5<sup>th</sup> day of May, 2017, by Kenneth C. Knudson, in his capacity as Manager of Fairway Vista Estates, LC.

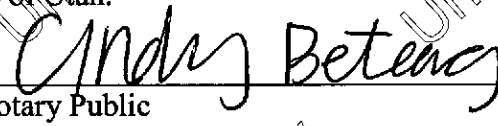
*[Signature]*  
\_\_\_\_\_  
Notary Public

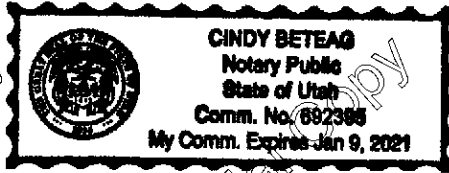


  
John Bramhall, Mayor

STATE OF UTAH  
COUNTY OF Washington ) ss.

The foregoing instrument was acknowledged before me on MAY  
3, 2017, by John Bramhall, in his capacity as Mayor of the City of Hurricane, a  
municipal and political subdivision of the State of Utah.

  
Notary Public



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

Beginning at the Southwest corner of Section 21, Township 42 South, Range 13 West of the Salt Lake Base and Meridian and running thence along the West section line of said Section 21 through the following two (2) courses: North  $01^{\circ}02'04''$  East 2644.87 feet to the West 1/4 corner of said Section 21; thence North  $01^{\circ}01'38''$  East 2605.03 feet to a point on the Southerly Right-of-Way line of 3000 South; thence along said Southerly Right-of-Way South  $88^{\circ}59'02''$  East 2638.27 feet to a point on the Center 1/4 section line of said Section 21; thence along said Center 1/4 section line through the following two (2) courses: South  $00^{\circ}52'40''$  West 2602.86 feet to the Center 1/4 corner of said Section 21; thence South  $00^{\circ}52'40''$  West 1849.38 feet; thence leaving said Center 1/4 section line South  $89^{\circ}02'15''$  East 644.63 feet; thence North  $67^{\circ}32'08''$  East 718.71 feet to a point on the Westerly boundary line of the Cliffdweller Ranch Phase 1 Subdivision as shown on the official plat thereof recorded 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 766.00 foot radius curve to the left; thence along said Westerly boundary line through the following twelve (12) courses: Southeasterly along the arc of said curve 227.11 feet through a central angle of  $16^{\circ}59'16''$  the chord of said curve bears South  $01^{\circ}49'12''$  East for a distance of 226.28 feet to a point of reverse curvature of a 25.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 38.68 feet through a central angle of  $88^{\circ}38'53''$  the chord of said curve bears South  $34^{\circ}00'36''$  West for a distance of 34.94 feet; thence South  $11^{\circ}39'55''$  East 50.00 feet; thence South  $78^{\circ}20'05''$  West 33.61 feet to a point on the arc of a 775.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 233.27 feet through a central angle of  $17^{\circ}14'44''$  the chord of said curve bears South  $69^{\circ}42'43''$  West for a distance of 232.39 feet; thence South  $05^{\circ}56'38''$  West 289.03 feet; thence South  $39^{\circ}43'12''$  East 1107.95 feet; thence South  $36^{\circ}09'01''$  East 498.37 feet; thence North  $59^{\circ}10'47''$  East 220.30 feet; thence South  $30^{\circ}49'12''$  East 50.00 feet; thence South  $59^{\circ}10'47''$  West 387.01 feet; thence South  $01^{\circ}00'21''$  West 662.01 feet; thence North  $89^{\circ}00'23''$  West 174.70 feet; thence South  $04^{\circ}42'14''$  East 1004.95 feet to a point on the Center 1/4 section line of Section 28 of said Township and Range; thence along said Center 1/4 section line of said Section 28 North  $89^{\circ}00'45''$  West 544.76 feet to a point on the East 1/16 line of said Section 28 said point also being the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 28; thence along said East 1/16 line South  $00^{\circ}59'52''$  West 1320.41 feet to a point on the South 1/16 line of said Section 28 said point also being the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 28; thence along said South 1/16 line North  $88^{\circ}58'29''$  West 1319.29 feet to a point on the Center 1/4 section line of said Section 28 said point also being the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 28; thence along said Center 1/4 section line of said Section 28 South  $00^{\circ}59'26''$  West 1319.54 feet to the South 1/4 corner of said Section 28; thence along the South section line of said Section 28 North  $88^{\circ}57'11''$  West 1014.06 feet to the Northwesterly corner of Grassy Meadows Subdivision Phase 5 as shown on the

official plat thereof in the office of said Washington County Recorder; thence along the Westerly boundary line of said Grassy Meadows Phase 5 Subdivision South  $13^{\circ}50'24''$  West 1408.95 feet to the Northwesterly corner of Adobe Hills Subdivision as shown on the official plat thereof in the office of said Washington County Recorder; thence along the Westerly boundary line of said Adobe Hills Subdivision and its extension through the following two (2) courses: South  $13^{\circ}50'12''$  West 965.74 feet, thence South  $00^{\circ}58'53''$  West 326.55 feet to a point on the Center 1/4 section line of Section 33 of said Township and Range; thence along said Center 1/4 section line of said Section 33 North  $89^{\circ}00'01''$  West 1096.04 feet to the West 1/4 corner of said Section 33; thence along the West section line of said Section 33 North  $00^{\circ}59'29''$  East 2643.20 feet to the Northwest corner of said Section 33 said corner also being the Southwest corner of said Section 28; thence along the West section line of said Section 28 through the following two (2) courses: North  $01^{\circ}00'34''$  East 2636.35 feet to the West 1/4 corner of said Section 28; thence North  $00^{\circ}39'43''$  East 2630.62 feet to the point of beginning.

Contains 892.42 acres.

Parcel #'s for Copper Rock Development Agreement:

- 3394-C-HV
- 3394-A-1-B-HV
- 3394-A-1-C-HV
- 3398-J-HV
- 3398-C-1-HV
- 3397-H-HV
- 3394-A-4-A-1-HV
- 3397-G-HV
- 3397-B-1-H
- 3397-F-HV
- 3398-K-HV
- 3403-P-HV
- 3403-S-HV
- 3397-D-1-HV
- 3394-A-4-C-HV
- 3394-D-HV

**EXHIBIT "B"**

**PROJECT SITE PLAN**

# COPPER ROCK - LAND USE MASTER PLAN

## A PLANNED COMMUNITY DEVELOPMENT

- SINGLE FAMILY - 1 LOT PER ACRE DENSITY
- SINGLE FAMILY - MIXED DENSITY
- MULTI FAMILY - RECREATIONAL (lightly vacation ranges)
- MULTI FAMILY - RESIDENTIAL
- RESORT RECREATIONAL ZONE 178 ACRES

**Copper Rock Development Land Use Summary**

Land Use	Acres	% of Total	Units	Acres	Total Units
18 Hole Golf Course	791	1.0%	1	791	1
18 Hole Golf Course	8,063,719	99.0%	791	8,063,719	791
Commercial	17,818,009	0.2%	41	17,818,009	41
Multi-Family - Rec	1,789,009	0.02%	41	1,789,009	41
Church Sites	217,600	0.001%	5	217,600	5
Commercial	568,300	0.007%	22	568,300	22
School sites	222,720	0.3%	12	222,720	12
Fire Station sites	87,827	0.001%	2	87,827	2
Parks	735,000	0.9%	17	735,000	17
Open Space	5,171,123	6.5%	131	5,171,123	131
<b>Total Copper Rock Dev Area</b>	<b>100.0%</b>		<b>38,882,289</b>	<b>894</b>	<b>2,290</b>

Copper Rock Development	Density	Units/Acre	Total	Units
1	1.0	1.00	791	791
2	1.0	1.00	791	791
3	1.0	1.00	791	791
4	1.0	1.00	791	791
5	1.0	1.00	791	791
6	1.0	1.00	791	791
7	1.0	1.00	791	791
8	1.0	1.00	791	791
9	1.0	1.00	791	791
10	1.0	1.00	791	791
11	1.0	1.00	791	791
12	1.0	1.00	791	791
13	1.0	1.00	791	791
14	1.0	1.00	791	791
15	1.0	1.00	791	791
16	1.0	1.00	791	791
17	1.0	1.00	791	791
18	1.0	1.00	791	791
19	1.0	1.00	791	791
20	1.0	1.00	791	791
21	1.0	1.00	791	791
22	1.0	1.00	791	791
23	1.0	1.00	791	791
24	1.0	1.00	791	791
25	1.0	1.00	791	791
26	1.0	1.00	791	791
27	1.0	1.00	791	791
28	1.0	1.00	791	791
29	1.0	1.00	791	791
30	1.0	1.00	791	791
31	1.0	1.00	791	791
32	1.0	1.00	791	791
33	1.0	1.00	791	791
34	1.0	1.00	791	791

SE MASTER PLAN  
 FOR  
 Community Development  
 CITY OF HURRICANE CITY  
 28-34, T425, R13W, S16E  
 WASHINGTON COUNTY, UTAH



**ALLIANCE CONSULTING**  
 A Planning and Engineering Firm

2803 N. Corn Canyon Blvd Suite 201 Washington, Utah 84796-0577 Tel (435) 673-6061 Fax (435) 673-6065

NO.	DATE	DESCRIPTION

EXHIBIT 15

**Exhibit "C"**  
**Road cross section**

Unofficial Copy

Unofficial Copy

Unofficial Copy

Unofficial Copy

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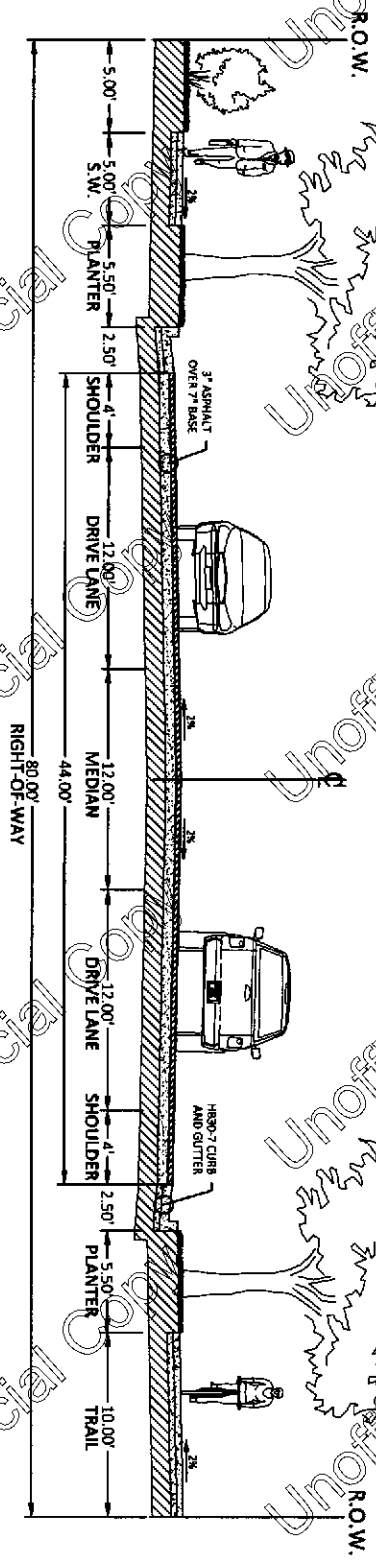
Unofficial Copy

Unofficial Copy



Exhibit C

**80' RESIDENTIAL COLLECTOR**



DRAWING NAME Grading Sections SHEET <b>1</b> OF 2 SHEETS	ROAD SECTIONS FOR <b>COPPER ROCK DEVELOPMENT</b> LOCATED IN T42S, R14W, & S 13, T42S, R15W, SLB&M, CITIES HURRICANE, WASHINGTON COUNTY, UTAH	2303 N Coral Canyon Blvd Suite 201 Washington, Utah 84780-0577	Tel (435) 673-8060 Fax (435) 673-8065	DATE 01-10-17
				JOB NUMBER 4387
		 <b>ALLIANCE CONSULTING</b> A Planning and Engineering Firm	CHECKED BY: MAMB	SCALE: 1" = 10'
			DRAWN BY: JW	