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Agreement Page 1 of 40
Gary Christensen Washington County Recorder
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By HURRICANE CITY



**DEVELOPMENT AGREEMENT
FOR
SAND HOLLOW MESA PROJECT**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 29th day of April, 2021 (the "Effective Date"), by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and RG SAND HOLLOW, LLC, a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter sometimes referred to individually as a "Party" and collectively referred to as "Parties."

RECITALS

A. Developer is developing that certain real property located within the City of Hurricane, comprising approximately 1,092 acres of land more particularly described on "Exhibit A", attached hereto and incorporated herein by reference (the "Property").

B. The Property is owned by TOQUERVILLE ENTERPRISES, LLC, ("TE") a Nevada limited liability company, and WESTERN STATES VENTURES, LLC, a Utah limited liability company ("WSV"). TE and WSV are hereinafter collectively referred to as the "Owners."

C. By executing the consents and acknowledgements below, Owners agree that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.

D. The Property is currently included within and subject to the City in the "R-10 Residential" zone (the "Underlying Zone").

E. Developer has applied to the City for a rezone of the Property to establish a project known as the Sand Hollow Mesa Project (the "Project"), which would cause the Property to be included in the Planned Development Overlay ("PDO") zone. The Project is currently planned for development in multiple phases and shall include residential, commercial, and recreational uses as allowed in the PDO zone. The general layout and design of the Project is depicted in the Master Plan [defined below], a copy of which is attached as Exhibit B. The general uses contemplated by the Project are set forth in the Concept Program [defined below], a copy of which is attached as Exhibit C.

F. Pursuant to Hurricane City Code Sections 10-7-7 and 10-7-10, Developer has submitted, and the City has reviewed, the application package, including this Agreement and the Master Plan.

G. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's general plan and zoning and development regulations under the terms of this Agreement as more fully set forth below.

H. In connection with approving the PDO rezone, the City Council and Developer have agreed to enter into this Agreement to memorialize the entitlements, obligations, benefits and

agreements made to apply to the Property through approval of the PDO rezone. A copy of this Agreement shall be recorded in the public record on title of the Property in the office of the Washington County Recorder.

I. The City Council further authorizes the Mayor of the City to execute and deliver this Agreement on behalf of the City.

J. The City has the authority to enter into this Agreement pursuant to Utah Code Ann. § 10-9a-102(2) and the City Code [defined below], and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with the City Code.

K. This Agreement is generally consistent and in conformity with the City's general plan and City Code. The development of the Project and any permits issued by the City shall be pursuant to this Agreement and the City Code.

L. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

M. Owners consent to this Agreement solely for the purpose of subjecting the Property to the agreements, approvals, and responsibilities set forth in this Agreement. The Owners shall not be liable for any of Developer's obligation as set forth in this Agreement, unless Developer assigns its rights to this Agreement to the Owners pursuant to Section 14 of this Agreement.

N. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to, the terms of Utah Code Ann. §10-9a-102.

O. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. **Definitions.** Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the Exhibits.

a. "Agreement" means this Agreement including all of its exhibits.

b. "Amenities" means amenities (both public and private) that will be more specifically set forth on site plans for each Neighborhood.

- c. "Applicable Law" has the meaning set forth in Subsection 12(j) below.
- d. "Approval Documents" has the meaning set forth in Section 4 below.
- e. "Concept Program" means the document which is attached as Exhibit C.
- f. "City" means the City of Hurricane, and includes, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.
- g. "City Code" means the Hurricane City Code in effect on January 15, 2021.
- h. "Dwelling Unit" or "DU" means a structure or portion thereof designed and capable of daily residential occupancy. A Dwelling Unit must contain at least a kitchen, a bathroom and one or more bedrooms.
- i. "Effective Date" has the meaning set forth in the Preamble.
- j. "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to such Land Use Application based upon the terms of this Agreement.
- k. "Land Use Application" means an application required by Chapter 10 of the City Code.
- l. "Master Plan" means the concept master plan for the Project, a copy of which is attached as Exhibit B.
- m. "Maximum Density" means the three thousand six-hundred sixty-seven (3,667) Dwelling Units Developer may construct as part of the Project.
- n. "Neighborhood" means an area within the Project that may be developed, into one or more separate residential or commercial subdivision phases as generally shown in the Master Plan or as may be designated in future revisions of the Master Plan.
- o. "Non-Residential Development" means development projects that are not Dwelling Units and include, but are not limited to, RV parks, commercial space, retail space, lodging spaces, Private Amenity(ies), and Public Amenity(ies).
- p. Off Highway Vehicle ("OHV") has the meaning set forth in Section 7-1-8(A) of the City Code.
- q. "Offsite Improvements" has the meaning set forth in Subsection 7(a)(v).
- r. "Onsite Improvements" has the meaning set forth in Subsection 7(a)(v) below.
- s. "Open Space" means areas within the Project that include natural areas, recreation and activity areas (including both active and passive areas), parks, pavilions,

Amenities, trails, and other areas not dedicated as roads and not included within lots for private ownership.

t. "Private Amenity(ies)" means any Amenity owned or managed by a private entity and is not a Public Amenity.

u. "Project Design Code" means the design standards or guidelines for the Project that Developer will adopt and implement. In case of conflict between the Project Design Code and City Code, the Project Design Code shall take precedence—subject to the City's standards for health and safety.

v. "Public Amenity(ies)" has the meaning set forth in Subsection 7(a)(iii) below.

w. "Road Improvements" has the meaning set forth in Subsection 7(iv) below.

x. "Master Street Plan" means the street plan and road construction approved street concepts for the Project, a copy of which is attached hereto as Exhibit D.

y. "Sub-Developer" means any party designated by Developer to develop all or part of one or more of the Neighborhoods pursuant to the terms of this Agreement.

z. "System Improvements" has the meaning set forth in Utah Code Ann. § 11-36a-102(21).

aa. "Term" has the meaning set forth in Subsection 13(n) below.

2. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

3. **Zoning.** The Property shall be developed in accordance with (i) the requirements of the Underlying Zone and the PDO Zone, (ii) the Master Plan, and (iii) this Agreement. Developer shall develop the Property in a manner that is consistent with the uses described on the Master Plan and that does not exceed the Maximum Density set forth in this Agreement. The Parties agree that the Master Plan and this Agreement comply with City Code, including the Underlying Zone and the PDO Zone.

4. **Governing Standards.** This Agreement and PDO Zone establish the development rights for the Project, including the approved uses, Maximum Density, and general configuration for the Project. All Developer submittals shall be consistent with this Agreement and the Master Plan, unless minor deviations are approved by planning staff in accordance with this Agreement. The term "minor deviations" shall mean the adjustment of any Neighborhood as depicted on the Master Plan to accommodate surface conditions, approved uses, or engineering requirements; adjustments of uses among and within neighborhoods so long as the overall development intensity approved by the Master Plan is not increased and a minimum of 25% of DUs remain detached single family homes; or other changes allowed by Applicable Law. No deviation or change shall allow the Project to exceed the Maximum Density. Changes to the development of the Project that

are not minor deviations may require an amendment to this Agreement in accordance with Section 18.

5. Vested Rights and Reserved Legislative Powers.

a. **Vested Rights.** As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Master Plan. This Agreement memorializes Developer's rights to develop the Project in fulfillment of this Agreement and Applicable Law. Specifically, Developer is vested with the right to: (i) to develop and construct the Project in accordance with Applicable Law; (ii) develop Dwelling Units up to the Maximum Density; (iii) operate units as short-term rentals in accordance with Section 3-10-11 of the City Code, which shall be considered part of the "Applicable Law", as defined below; (iv) develop Non-Residential Development as allowed by Applicable Law; (v) connect to existing public roads and infrastructure as depicted on the Master Plan; and (vi) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties intend that the rights granted to Developer under this Agreement are the contractual rights and also those rights that exist under the Applicable Law. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

b. **Applicable Law.** The City's Future Laws with respect to the development or use of the Property shall not apply except as follows:

i. **Developer Agreement.** Future Laws that Developer agrees in writing to the application thereof to the Project;

ii. **Compliance with State and Federal Laws.** Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses in the densities described in this Agreement;

iii. **Safety Code Updates.** Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare, and that do not require the revision or reconfiguration of the road areas depicted on the Master Plan;

iv. **Taxes.** Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

v. **Fees.** Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within

the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

vi. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

c. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law. Notwithstanding the foregoing, the City reserves the right to enact an ordinance in accordance with Utah Code Ann. § 10-9a-504 establishing a temporary land use regulation for any part or all of the area within the municipality, including area within the Project, which prohibits or regulates the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval if the City Council makes a finding of compelling countervailing public interest in accordance with Utah and federal law after notice to Developer and an opportunity to be heard. Furthermore, the Parties agree that the City shall have the right to impose a water exaction for additional building in accordance with Utah Code Ann. § 10-9a-508.

6. Development Applications. The Concept Program constitutes and operates as a preliminary site plan for commercial uses within the Project. Final site plans for all Non-Residential Development shall be reviewed and approved by the planning commission acting as the land use authority. Preliminary subdivision plats for residential uses shall be reviewed and approved by the city council, with planning staff acting as the land use authority for any such final subdivision plat approval, consistent with Applicable Law. The Concept Program and Master Plan may be updated administratively by the City's staff without approval by the city council or planning commission so long as the changes constitutes a minor deviation as defined in Section 4 or is otherwise allowed by Applicable Law. All development applications shall be processed in accordance with Applicable Law.

7. Specific Obligations. As an integral part of the consideration for this Agreement, the Parties agrees as follows:

a. Developer Obligations: Developer agrees to do the following with respect to the Project:

i. Phased Development. The Project consists of a number of Neighborhoods as depicted in the Master Plan. Developer may further divide the Neighborhoods into sub-neighborhoods. Developer may construct individual portions of Neighborhoods itself or Developer may convey Neighborhoods or sub-

neighborhoods to Sub-Developers. Sub-Developers shall be bound by and shall cause its employees and agents to act in accordance with the terms of this Agreement.

ii. Project Code. Developer shall adopt and record a covenant regarding a detailed Project Design Code which governs the design standards Project. Developer shall provide a copy of the Project Design Code to the City. The Project Design Code may be administered by an owner's association or associations established for the Project.

iii. Construction of Open Space and Amenities. The Project will contain certain Amenities that will be more specifically set forth on the subdivision plats and site plans for each Neighborhood. Developer shall designate on a site plan or final subdivision plat which Amenities will be designated Public Amenities. Developer shall cause the Amenities to be constructed concurrently with each Neighborhood wherein the Amenities are located (or with which they are associated). If Developer provides the City with a form of financial assurance, pursuant to Section 10-39-13 of the City Code, guaranteeing the completion of the Amenities, then Developer shall not be required to commence the installation of the Amenities, or portions of the Amenities, before building permits are issued for construction on residential lots adjoining the Amenities. Upon completion of the Public Amenities, Developer and the Owners shall dedicate Public Amenities to the City, or other public entity agreed to by the Parties. The public use for Public Amenities shall be governed by the public entity owning such amenity. Any Amenities that will be dedicated to the public shall be defined herein as a "Public Amenity". The general public shall have no access to Amenities not identified as a Public Amenity. Subject to the provisions of Section 4, including adjustments in location and programming, Developer shall develop the Open Space areas of the Project according to the Master Plan.

iv. Road Improvements. The improvements described in this Subsection 7(a)(iv) are known as the "Road Improvements." Access and connecting roads shall provide for safe and efficient circulation within, and adequate entrances and exits for the Project, as described in the Master Plan. Developer shall design, construct or improve and, together with the Owners and subject to the easements described in Subsection 7(b)(iii) below, dedicate all needed road sections in the Master Street Plan that connect the Project to the City's existing roadways. Developer shall design, construct and, together with the Owners, dedicate all other roads (including collector or arterial roads) within the Project. All Road Improvements within the Project shall be constructed according to the City's Roadway Construction Standards or the approved Master Street Plan for the Project. The Master Street Plan may be updated or revised through approval of subdivision plats or site plans pursuant to this Agreement and Applicable Law. Developer shall conduct a transportation study for the Project. The City may require additional Road Improvements to meet the City's traffic safety standards. All access and connecting roads shall be completed in accordance with the approved plans and existing specifications submitted in connection with one or more

subdivision plats or site plans for the various phases of the Project. The road cross-sections, widths and design details described in Exhibit D are approved for the Project, notwithstanding the existence or adjustment of other road standards that may apply elsewhere in the City. With the recording of subdivision plats or other road dedication plats Developer may reserve easements within the roads with the following statement within the owners' dedication: "*... the foregoing dedication is subject to a reservation by the undersigned of an easement for the use of the public roads for off highway vehicles ("OHVs"), subject to all rules and regulations of the city with the exception of any rule or regulation or law that would otherwise prohibit the use of such public roads for OHVs.. The foregoing reserved easement may be conveyed by the undersigned to an owners' association.*"

v. **Onsite and Offsite Improvements.** Developer shall be responsible for constructing and installing the culinary water and sewer service distribution lines within the Project that are necessary to connect to existing public infrastructure (the "Onsite Improvements"). The Parties acknowledge that the existing public infrastructure will require the construction of certain offsite improvements (the "Offsite Improvements"). Developer may construct any Offsite Improvements necessary for the Project, within rights of ways and other areas designated by or obtained by City for the Offsite Improvements, and Developer shall dedicate the Offsite Improvements to the City.

vi. **Upsizing Improvements.** The City shall reimburse Developer, according to Title 9, Chapter 6 of the City Code, for the actual development, design, construction, installation, and related costs of System Improvements not attributable to the Project. Developer is not obligated to install any System Improvements without first obtaining an agreement on the timing of reimbursement.

vii. **Electrical Distribution System.** The Project will be serviced by the Hurricane City Power Department (the "Power Department"). Developer shall cause to be conveyed to the Power Department approximately 1.146 acres of land more particularly described on "Exhibit E" (the "Substation Property"). In exchange for the Substation Property, the City agrees to cause the Power Department to construct a substation to service the Project upon the Substation Property.

viii. **Construction Standards and Requirements.** All construction on the Property, the Onsite Improvements, and the Offsite Improvements shall be constructed and completed in accordance with Applicable Law and this Agreement, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.

b. **Obligations of City.**

i. **General Obligations.** The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations of

the Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

ii. Conditions of Approval. The City shall not impose any further conditions on the Project other than those detailed in this Agreement, unless agreed to in writing by the Parties. The Developer shall remain bound by Applicable Law unless specifically agreed to otherwise herein.

iii. Acceptance of Improvements. The City shall accept all Onsite Improvements, Offsite Improvements, and Public Amenities intended for the City and constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees. The City shall accept all dedicated Road Improvements subject to certain easements permitting the use of OHV's as described in Section 7(a)(iv) above. Prior to the construction of any road, utility, or public improvements within the Project, the City shall review and require adjustments or changes to meet the requirements of this Agreement. The City shall cooperate and allow Developer to construct the Offsite Improvements. The City shall accept Developer's dedication of the Offsite Improvements only if: (i) the improvements have been installed or inspected by the City or its representative; and (ii) Developer has warranted the improvement according to Section 10-39-14 of the City Code. The City shall reserve the capacity of the Offsite Improvements for the Project.

8. Conditions Precedent. The Parties enter this Agreement in anticipation of the satisfaction of certain conditions precedent, which if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions [defined below] are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void upon written notice delivered no later than seven (7) days after the approval of this Agreement and upon delivery of such written notice none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "Conditions," to be approved in the following order:

a. The final approval and acceptance of this Agreement including the Master Plan, by the City Council; and

b. The enactment of an ordinance effecting the rezone of the Property to be included in the PDO zone in a manner that allows this Project.

9. Default and Remedies. An "Event of Default" shall occur under this Agreement if any Party fails to perform its obligations hereunder when due and the defaulting Party has not cured the delinquent obligations within sixty (60) days following delivery to the delinquent Party of written notice of such delinquency. Such notice shall specify the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured, if possible. Notwithstanding the foregoing, if the default cannot reasonably be cured or if there is some reasonable basis for delay within that 60-day period, a Party shall not be in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure

in good faith until complete. If the Event of Default is cured, then no default shall exist, and the noticing Party shall take no further action.

a. In the event of an uncured Event of 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.

b. If City elects to consider terminating this Agreement due to an uncured Event of 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.

10. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute an Event of Default by Developer, if not timely cured by Developer, for which the City may elect to terminate the Agreement in accordance with Section 10 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 subdivision under Utah law, or (c) 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 Neighborhood. Upon such termination, all approvals or development rights not developed or improved and that are otherwise granted hereunder to Developer shall lapse and all obligations of the City hereunder shall cease.

11. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Developer:	RG Sand Hollow, LLC 2265 E. Murray Holladay Rd Holladay, UT 84117 Attn: Anthon Stauffer
With a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, UT 84101 Attention: Wade Budge

To the City: City of Hurricane
Attention: City Recorder
68 S. 700 W.
Hurricane, UT 84737

With a copy to: City of Hurricane
Attention: City Attorney
68 S. 700 W.
Hurricane, UT 84737

To the Owner: Toquerville Enterprises, LLC
Attention: Vyonne S. Mendenhall
700 Porto Mio Way
Las Vegas, NV, 89138

12. General Term and Conditions.

a. 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.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

c. Non-Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Referendum or Challenge. Both Parties understand that any legislative action by the city council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the city council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Subsection 12(d), this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

e. **Third Party Rights.** The Parties to this Agreement are the Developer and City. The Owners are intended third party beneficiaries, and this Agreement shall run with the land as described in Subsection 12(h) below. There are no other intended third-party beneficiaries of this Agreement. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements.

f. **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

g. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

h. **Agreement to Run With the Land.** This Agreement shall be recorded against the Project. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents.

i. **Performance.** Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

j. **Applicable Law.** This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project (the "Applicable Law"), including the applicable City Code, resolutions, state law, and federal law, which shall be those in effect as of the Effective Date.

k. **Construction.** This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

l. **Consents and Approvals.** Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement 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 hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Code.

m. Approval and Authority to Execute. Each of the Parties represents and warrants that, as of the Effective Date this Agreement, it/he/she 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.

n. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties hereto that in the event a final plat for a portion of the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (i.e., the Developer). The Term shall be automatically extended for successive five (5) year periods unless during the Term a final plat is not recorded or during the term the last subdivision plat or site plan for the Property is recorded. Upon termination because a termination as allowed by law, a termination for failure of plat recording during any five year term or upon buildout, a notice of termination of this Agreement may be recorded with the Washington County Recorder by either Party hereto.

ii. Upon termination of this Agreement for the reasons set forth in the Agreement, following the notice and process that the Agreement requires, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

13. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City where such assignment is to an entity controlled or owned by Developer, consistent with Subsection 13(d). All other assignments shall require the consent of the City as provided herein.

a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 13. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from

any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Related Entities. Developer may assign or transfer its rights and obligations under this Agreement to Developer's affiliates, subsidiaries, or related entities without the City's consent. Any of Developer's successor-in-interest shall be bound by the Agreement.

e. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

14. Sale or Conveyance. If the Owners sell or convey all or part of the Property, the Property so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to the Property and be subject to the same limitations and rights of the City as set forth in this Agreement without any required approval, review, or consent by the City except as may apply to the assignment of development rights under this Agreement as described in Section 13 above.

15. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

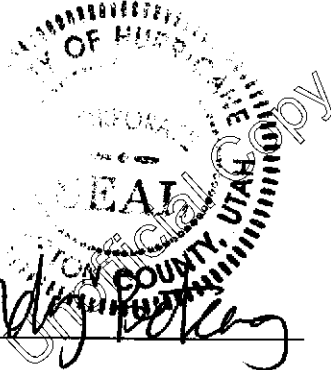
16. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

17. 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; pandemics; 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.

18. Amendment. This Agreement may be amended only in writing signed by the Parties hereto. This Agreement may be amended without obtaining the signature of subsequent owners of the Property, including lot owners, residents or developed property owners.

[Signatures and acknowledgments follow on the next page]

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



CITY:
CITY OF HURRICANE

ATTEST:
By: Andy Poling
City Recorder

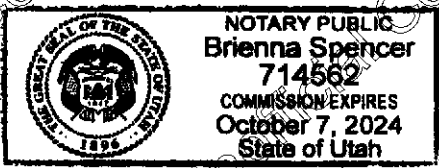
By: John W. Brumel
Mayor

DEVELOPER:
RG SAND HOLLOW, LLC, a Utah limited liability company

By: Josh Romney
Its: Manager
Name: Josh Romney

STATE OF UTAH)
COUNTY OF WASHINGTON)

On the 29th day of April, 2021, personally appeared before me Joshua Romney, who being by me duly sworn, did say that said person is the Manager of RG Sand Hollow LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



[Signature]
Notary Public

[Signatures and acknowledgments continue on next page]

OWNER'S CONSENT:

The following owners' consent to the Master Developer executing the foregoing Agreement, and subjecting the Property to the Project, approvals, obligations and benefits described herein.

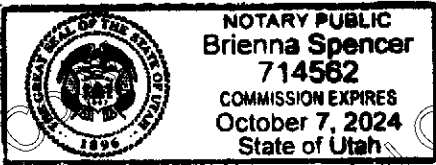
TOQUERVILLE ENTERPRISES, LLC,
a Nevada limited liability company:

By Jerald Spilsbury
Its: Manager
Name: Jerald Spilsbury

STATE OF UTAH)

COUNTY OF WASHINGTON)
:ss

On the 29th day of April, 2021, personally appeared before me Jerald Spilsbury, who being by me duly sworn, did say that said person is the Manager of Toquerville Enterprises LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



[Signature]
Notary Public

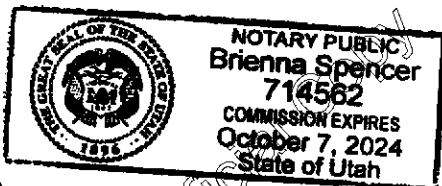
WESTERN STATES VENTURES, LLC, a Utah limited liability company:

By [Signature]
Its: Manager
Name: Josh Romney

STATE OF UTAH)

COUNTY OF WASHINGTON)
:ss

On the 29th day of April, 2021, personally appeared before me Joshua Romney, who being by me duly sworn, did say that said person is the Manager of Western States Ventures LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



[Signature]
Notary Public

EXHIBIT A**Legal Description of Property:**

COMMENCING AT THE SOUTH WEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, BEING THE COMMON CORNER OF SECTIONS 29, 30, 31 & 32; THENCE S00°54'56"W, ALONG THE EAST SECTION LINE OF SECTION 31, 1312.19 FEET TO THE 1/16 CORNER OF SAID SECTION 31; THENCE N88°57'41"W, ALONG THE 1/16TH LINE, 1322.27 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE N00°57'56"E, ALONG THE 1/16TH LINE, 1313.59 FEET TO THE 1/16TH CORNER ON THE SOUTH SECTION LINE OF SECTION 30; THENCE N88°53'33"W, ALONG THE SOUTH SECTION LINE, 1321.14 FEET TO THE SOUTH 1/4 CORNER OF SECTION 30; THENCE N00°59'47"E, ALONG THE 1/4 SECTION LINE, 2636.98 FEET TO THE CENTER QUARTER CORNER OF SECTION 30; THENCE S88°55'00"E, ALONG THE 1/4 SECTION LINE, 1321.37 FEET TO THE 1/16TH CORNER; THENCE N00°58'28"E, ALONG THE NORTH-SOUTH 1/16TH LINE, 2640.21 FEET TO THE 1/16TH CORNER ON THE SOUTH SECTION LINE OF SECTION 19; THENCE N01°01'32"E, ALONG THE NORTH-SOUTH 1/16TH LINE, 2637.48 FEET TO THE 1/16TH CORNER IN SECTION 19; THENCE S88°58'31"E, ALONG THE 1/4 SECTION LINE, 329.89 FEET; THENCE N01°01'40"E 329.70 FEET; THENCE N88°58'43"W 329.86 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE N01°01'53"E, ALONG THE 1/16TH LINE, 989.05 FEET TO THE 1/16TH CORNER; THENCE S88°59'18"E, ALONG THE EAST-WEST 1/16TH LINE, 659.61 FEET; THENCE N01°01'27"E 659.45 FEET; THENCE N88°59'42"W 989.29 FEET; THENCE S01°02'06"W 659.33 FEET TO THE EAST-WEST 1/16TH LINE; THENCE N88°59'18"W, ALONG THE 1/16TH LINE, 989.41 FEET TO THE 1/4 SECTION LINE; THENCE N01°02'44"E, ALONG THE 1/4 SECTION LINE, 1318.43 FEET TO THE NORTH QUARTER CORNER OF SECTION 19; THENCE S89°00'06"E, ALONG THE NORTH SECTION LINE OF SECTION 19, 2637.77 FEET TO THE COMMON CORNER OF SECTION 17, 18, 19, 20 (NORTHEAST CORNER OF SECTION 19); THENCE S88°57'52"E, ALONG THE NORTH SECTION LINE OF SECTION 20, 1316.43 FEET TO THE 1/16TH CORNER; THENCE S01°01'06"W, ALONG THE 1/16TH LINE, 2639.62 FEET; THENCE S01°00'58"W, ALONG THE 1/16TH LINE, 1319.92 FEET TO THE 1/16TH CORNER; THENCE S88°51'19"E, ALONG THE 1/16TH LINE, 1316.11 FEET TO THE 1/4 SECTION LINE OF SECTION 20; THENCE S01°01'38"W, ALONG THE 1/4 SECTION LINE, 1320.77 FEET TO THE SOUTH 1/4 CORNER OF SECTION 20, ALSO THE NORTH 1/4 CORNER OF SECTION 29; THENCE S00°55'44"W, ALONG THE 1/4 SECTION LINE IN SECTION 29, 1318.21 FEET TO THE 1/16TH CORNER; THENCE S88°52'39"E, ALONG THE 1/16TH LINE, 2638.18 FEET TO THE EAST SECTION LINE; THENCE S00°39'45"W, ALONG THE EAST SECTION LINE, 1315.42 FEET TO THE EAST 1/4 CORNER; THENCE N88°55'38"W, ALONG THE 1/4 SECTION LINE, 2644.29 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE S0°55'44"W, ALONG THE 1/16TH LINE, 1318.48 FEET TO THE WEST-EAST 1/16TH LINE; THENCE N88°55'47"W, ALONG THE 1/16TH LINE, 1317.36 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE S0°58'12"W, ALONG SAID 1/16TH LINE, 1318.53 FEET TO THE SOUTH SECTION LINE OF SECTION 29; THENCE N88°56'37"W, ALONG THE SOUTH SECTION LINE, 1318.30 FEET TO THE POINT OF BEGINNING. AREA IS 1,020.45 ACRES.

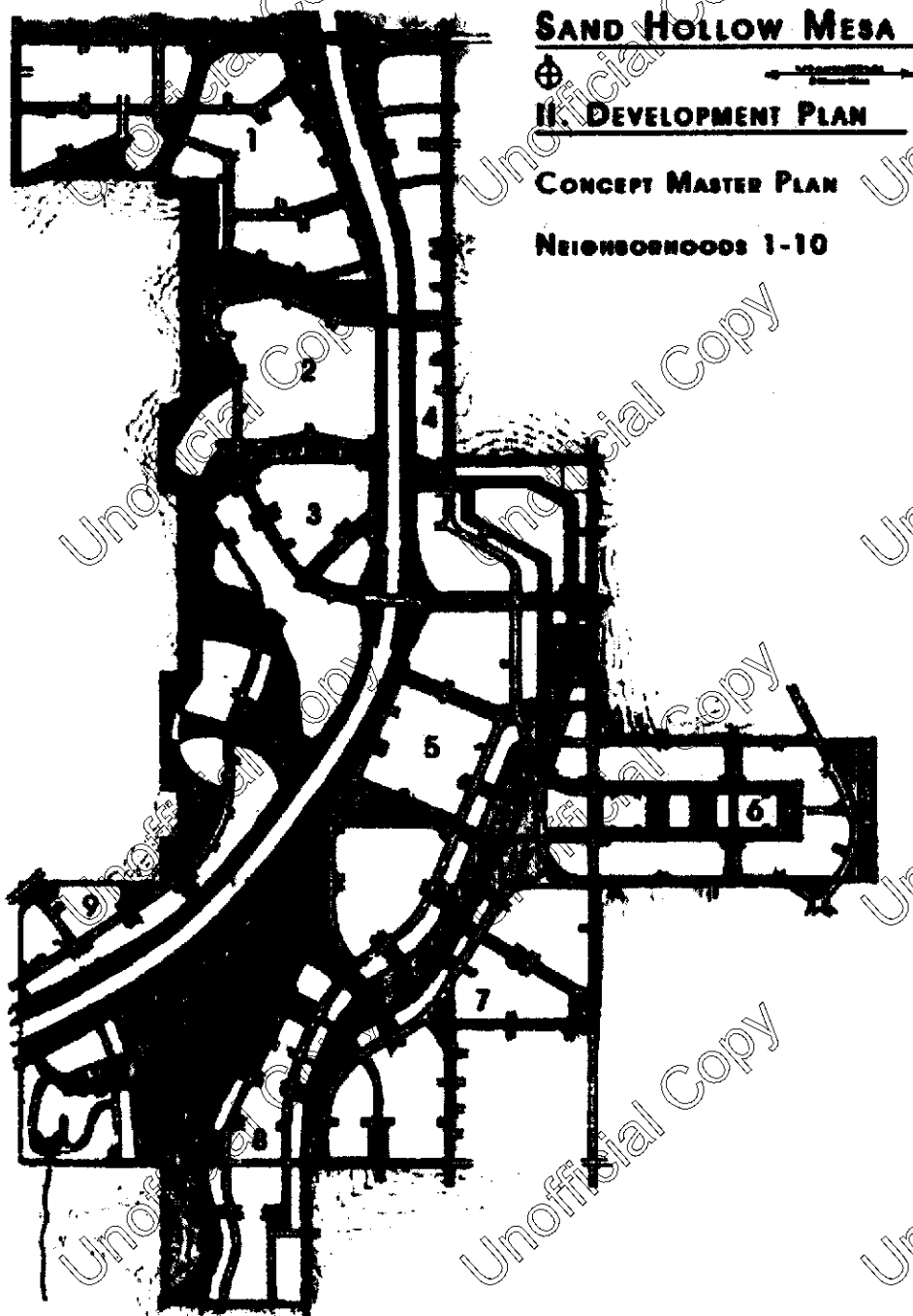
LESS 91.24 ACRES FOR THE SR-7 HIGHWAY AND LESS 5.63 ACRES FOR COPPER ROCK PARKWAY AND 2100 WEST ROAD.

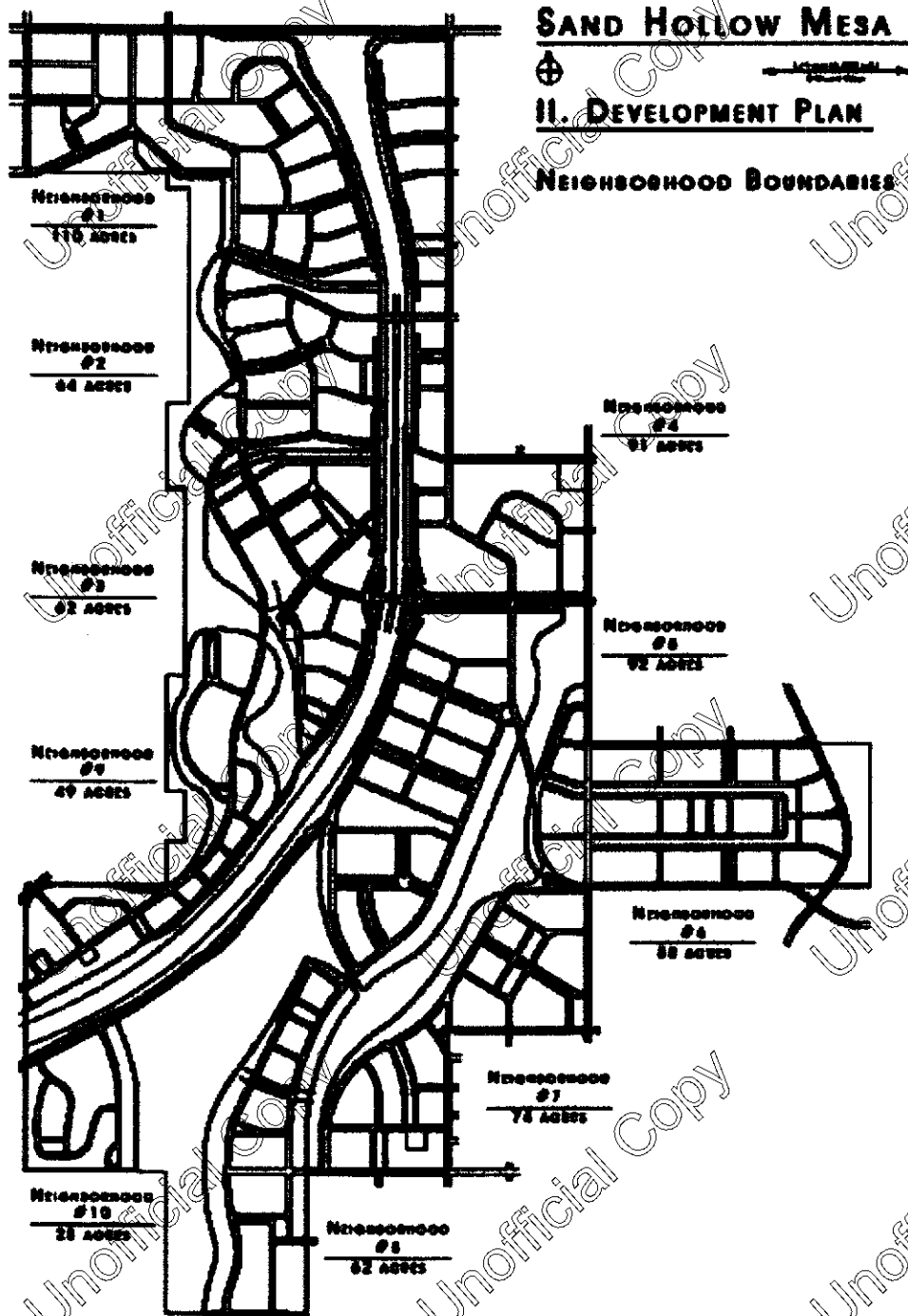
CONTAINING 923.58 ACRES.

Parcel Numbers:

**H-3399-A, H-3399-B, H-3399-C, H-3399-D, H-3399-I,
H-3409-H, H-3409-I, H-3409-J, H-3410-F, H-3410-G, H-
3410-H, H-3410-I, H-3410-J, H-3400-A, H-3400-B, H-
3400-D, H-3400-E, H-3400-F, H-3400-G, H-3400-H, H-
3400-I, H-3400-J, H-3400-K, H-3400-L, H-3400-M, H-
3400-P, H-3421, H-3421-C, H-3421-D, H-3421-E, H-
3421-F, H-3421-G, H-3421-H, H-3421-I, H-3421-J, H-
3421-L, H-3421-K, H-3422, H-3422-B.**

EXHIBIT B
Master Plan





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EXHIBIT C
Concept Program

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SAND HOLLOW MESA ILLUSTRATIVE PROGRAM

SUMMARY 2.14.21

(FOR GENERAL DESCRIPTIVE PURPOSES ONLY)

Neighborhood	Acres	DETACHED / SINGLE FAMILY								LOGGING	RV
		MULTIFAMILY		TOWNHOUSE		DETACHED / SINGLE FAMILY					
		(Flats)	(Stacked)	(Attached)	(Sideyard)	(Small Lot)	(Medium Lot)	(Large Lot)	(Estate Lot)		
			4,000 SF	6,000 SF	10,000 SF	20,000 SF	40,000 SF				
1	110 ac.	79	264	163	73	55	27	5	0	130	0
2	84 ac.	35	177	97	24	29	11	0	0	104	0
3	62 ac.	50	189	90	20	21	15	3	0	104	0
4	91 ac.	46	121	76	17	29	15	5	0	77	441
5	52 ac.	68	178	90	15	50	32	9	5	72	0
6	88 ac.	34	148	66	32	44	22	5	2	66	270
7	74 ac.	29	134	91	50	69	28	5	0	22	0
8	62 ac.	32	149	73	22	32	18	5	2	114	0
9	49 ac.	26	104	54	32	29	18	5	1	0	0
10	28 ac.	23	22	20	8	26	13	2	0	18	0

Sub-Totals	DETACHED / SINGLE FAMILY								LOGGING	RV	
	1,487	820	294	383	202	42	9				
% of Total	12%	41%	22%	8%	10%	6%	1%	0%			
Total Dwellings	3,680										
Total (by Type)	2,730								930		
% of Total	75%								25% DETACHED / SINGLE FAMILY		

SAND HOLLOW MESA ILLUSTRATIVE PROGRAM

2.14.21

(FOR GENERAL DESCRIPTIVE PURPOSES ONLY)

1,022 ACRES

COMMERCIAL LODGING RESIDENCES

NEIGHBORHOOD 1

TOTAL DEVELOPED AREA 110.0 AC.

PUBLIC LAND 43.5 AC FAR S.F. DU/AC Units D.U.

STREETS 25% OF TOTAL AREA 25.3 AC
 PUBLIC SPACES 16.0 AC
 PUBLIC BUILDINGS 2.2 AC
 Recorded area 16.0 AC

PRIVATE LAND 65.6 AC

COMMERCIAL	BUSINESS / RETAIL		AC		S.F.	DU/AC	Units	D.U.
	LOGGING	alic. 1,500 SF	5.0 AC	0.25	7,623 SF	6.0	130 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			5.6 AC	0.20	57,493 SF	12.0		79 DU
RESIDENTIAL	STACKED	alic. 2,000 SF	12.0 AC			22.0		264 DU
(average density)	ATTACHED	3,000 SF	13.6 AC			12.0		163 DU
	SIDEYARD	4,000 SF	8.1 AC			9.0		73 DU
	SMALL LOT	6,000 SF	8.2 AC			6.0		56 DU
	MODERATE LOT	10,000 SF	7.5 AC			3.5		27 DU
	LARGE LOT	20,000 SF	2.9 AC			1.9		5 DU
	ESTATE	40,000 SF	0.8 AC			1.0		6 DU
	ACCESSORY						35 Units	

NEIGHBORHOOD TOTALS (COMM. NET 90%) 58,610 SF 165 Units 667 DU

NEIGHBORHOOD 2

TOTAL DEVELOPED AREA 64.0 AC.

PUBLIC LAND 29.9 AC FAR S.F. DU/AC Units D.U.

STREETS 25% OF TOTAL AREA 14.7 AC
 PUBLIC SPACES 14.8 AC
 PUBLIC BUILDINGS 1.2 AC
 Recorded area 14.0 AC

PRIVATE LAND 34.0 AC

COMMERCIAL	BUSINESS / RETAIL		AC		S.F.	DU/AC	Units	D.U.
	LOGGING	alic. 1,500 SF	4.8 AC	0.25	5,445 SF	6.0	104 Sites	
	RV		0.8 AC			18.0	0 Lots	
MIXED USE			2.9 AC	0.20	35,265 SF	12.0		35 DU
RESIDENTIAL	STACKED	alic. 2,000 SF	8.0 AC			22.0		177 DU
(average density)	ATTACHED	3,000 SF	8.1 AC			12.0		97 DU
	SIDEYARD	4,000 SF	2.7 AC			9.0		34 DU
	SMALL LOT	6,000 SF	4.8 AC			6.0		29 DU
	MODERATE LOT	10,000 SF	3.8 AC			3.5		11 DU
	LARGE LOT	20,000 SF	0.8 AC			1.9		6 DU
	ESTATE	40,000 SF	0.8 AC			1.9		6 DU
	ACCESSORY						25 Units	

NEIGHBORHOOD TOTALS (COMM. NET 90%) 27,639 SF 129 Units 373 DU

NEIGHBORHOOD 3

TOTAL DEVELOPED AREA 62.0 AC.

PUBLIC LAND 24.8 AC FAR S.F. DU/AC Units D.U.

STREETS 25% OF TOTAL AREA 14.3 AC
 PUBLIC SPACES 6.5 AC
 PUBLIC BUILDINGS 4.0 AC
 Recorded area 6.5 AC

PRIVATE LAND 36.0 AC

COMMERCIAL	BUSINESS / RETAIL		AC		S.F.	DU/AC	Units	D.U.
	LOGGING		4.8 AC	0.25	3,367 SF	6.0	104 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			4.2 AC	0.20	35,997 SF	12.0		30 DU
RESIDENTIAL	STACKED	alic. 2,000 SF	8.6 AC			22.0		189 DU
(average density)	ATTACHED	3,000 SF	7.5 AC			12.0		90 DU
	SIDEYARD	4,000 SF	2.2 AC			9.0		20 DU
	SMALL LOT	6,000 SF	3.5 AC			6.0		21 DU
	MODERATE LOT	10,000 SF	4.1 AC			3.5		15 DU
	LARGE LOT	20,000 SF	1.6 AC			1.9		3 DU
	ESTATE	40,000 SF	0.8 AC			1.0		6 DU
	ACCESSORY						28 Units	

NEIGHBORHOOD TOTALS (COMM. NET 90%) 35,672 SF 132 Units 388 DU

NEIGHBORHOOD 4				TOTAL DEVELOPED AREA 91.0 AC.				
PUBLIC LAND		30.1 AC		FAR	S. F.	DU/AC	Units	D.U.
STREETS	2% OF TOTAL AREA		20.9 AC					
PUBLIC SPACES			6.2 AC	Recorded area	6.2 AC			
PUBLIC BUILDINGS	(INCL. SUBSTATION)		3.0 AC					
PRIVATE LAND		61.4 AC						
COMMERCIAL	BUSINESS / RETAIL		3.0 AC	0.25	32,670 SF	0.0		
	LODGING		3.2 AC			24.0	76.6 Sites	
	RV		26.5 AC			18.0	441 Lots	
MIXED USE			3.8 AC	0.20	31,106 SF	12.0		46 DU
RESIDENTIAL (averaged density)	STACKED	absc. 2,000 SF	0.5 AC			22.0		129 DU
	ATTACHED	3,000 SF	0.9 AC			12.0		78 DU
	SIDEYARD	4,000 SF	1.9 AC			9.0		17 DU
	SMALL LOT	6,000 SF	4.9 AC			6.0		29 DU
	MODERATE LOT	10,000 SF	5.4 AC			3.6		19 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		9 DU
	ESTATE	40,000 SF	0.0 AC			1.0		0 DU
ACCESSORY								24 Units

NEIGHBORHOOD TOTALS (COMPL. NET 90%) 59,196 SF 542 Units 312 DU

NEIGHBORHOOD 5				TOTAL DEVELOPED AREA 92.0 AC.				
PUBLIC LAND		35.7 AC		FAR	S. F.	DU/AC	Units	D.U.
STREETS	2% OF TOTAL AREA		21.2 AC					
PUBLIC SPACES			10.5 AC	Recorded area	10.5 AC			
PUBLIC BUILDINGS			4.0 AC					
PRIVATE LAND		55.7 AC						
COMMERCIAL	BUSINESS / RETAIL		2.5 AC	0.25	27,225 SF	0.0		
	LODGING		3.0 AC			24.0	72 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			9.7 AC	0.20	49,658 SF	12.0		68 DU
RESIDENTIAL (averaged density)	STACKED	absc. 2,000 SF	0.9 AC			20.0		178 DU
	ATTACHED	3,000 SF	1.5 AC			12.0		98 DU
	SIDEYARD	4,000 SF	1.7 AC			9.0		15 DU
	SMALL LOT	6,000 SF	0.5 AC			6.0		30 DU
	MODERATE LOT	10,000 SF	0.6 AC			3.6		32 DU
	LARGE LOT	20,000 SF	4.8 AC			1.8		9 DU
	ESTATE	40,000 SF	4.5 AC			1.0		5 DU
ACCESSORY								40 Units

NEIGHBORHOOD TOTALS (COMPL. NET 90%) 69,195 SF 112 Units 446 DU

NEIGHBORHOOD 6				TOTAL DEVELOPED AREA 88.0 AC.				
PUBLIC LAND		31.2 AC		FAR	S. F.	DU/AC	Units	D.U.
STREETS	2% OF TOTAL AREA		20.2 AC					
PUBLIC SPACES			0.8 AC	Recorded area	0.0 AC			
PUBLIC BUILDINGS			3.0 AC					
PRIVATE LAND		56.5 AC						
COMMERCIAL	BUSINESS / RETAIL		0.8 AC	0.20	6,570 SF	0.0		
	LODGING		3.0 AC			22.0	66 Sites	
	RV		15.0 AC			30.0	270 Lots	
MIXED USE			5.4 AC	0.15	22,216 SF	10.0		34 DU
RESIDENTIAL (averaged density)	STACKED	absc. 2,500 SF	7.4 AC			20.0		148 DU
	ATTACHED	3,000 SF	5.5 AC			12.0		66 DU
	SIDEYARD	4,000 SF	3.6 AC			9.0		32 DU
	SMALL LOT	6,000 SF	7.3 AC			6.0		44 DU
	MODERATE LOT	10,000 SF	6.0 AC			3.6		22 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		9 DU
	ESTATE	40,000 SF	1.8 AC			1.0		5 DU
ACCESSORY								24 Units

NEIGHBORHOOD TOTALS (COMPL. NET 90%) 26,267 SF 360 Units 352 DU

NEIGHBORHOOD 7

TOTAL DEVELOPED AREA 74.0 AC.

PUBLIC LAND		26.2 AC	F.A.R.	S.F.	DU/AC	Units	D.U.
STREETS	2% OF TOTAL AREA	17.8 AC					
PUBLIC SPACES		5.2 AC	Recorded area		6.2 AC		
PUBLIC BUILDINGS		3.0 AC					
PRIVATE LAND		47.1 AC					
COMMERCIAL	BUSINESS / RETAIL	0.4 AC	0.20	3,485 SF	0.0		
	LODGING	1.0 AC			22.0	22 Sites	
	RV	0.0 AC			18.0	0 Lots	
MIXED USE		2.9 AC	0.15	16,949 SF	10.0		29 DU
RESIDENTIAL (average density)	STACKED	alt.: 2,900 SF	0.3 AC		16.0		134 DU
	ATTACHED	3,000 SF	7.6 AC		12.0		91 DU
	SIDEYARD	4,000 SF	3.6 AC		9.0		36 DU
	SMALL LOT	6,000 SF	11.5 AC		6.0		69 DU
	MODERATE LOT	10,000 SF	7.8 AC		3.5		28 DU
	LARGE LOT	20,000 SF	2.5 AC		1.8		5 DU
	ESTATE	40,000 SF	0.0 AC		1.0		0 DU
ACCESSORY							30 Units
NEIGHBORHOOD TOTALS			(COMM. NET 90%)	20,190 SF		52 Units	407 DU

NEIGHBORHOOD 8

TOTAL DEVELOPED AREA 62.0 AC.

PUBLIC LAND		21.8 AC	F.A.R.	S.F.	DU/AC	Units	D.U.
STREETS	2% OF TOTAL AREA	14.3 AC					
PUBLIC SPACES		4.5 AC	Recorded area		4.5 AC		
PUBLIC BUILDINGS		3.0 AC					
PRIVATE LAND		40.1 AC					
COMMERCIAL	BUSINESS / RETAIL	0.4 AC	0.20	3,485 SF	0.0		
	LODGING	5.2 AC			22.0	114 Sites	
	RV	0.0 AC			18.0	0 Lots	
MIXED USE		3.2 AC	0.15	20,909 SF	10.0		32 DU
RESIDENTIAL (average density)	STACKED	alt.: 2,900 SF	0.3 AC		16.0		149 DU
	ATTACHED	3,000 SF	6.1 AC		12.0		73 DU
	SIDEYARD	4,000 SF	2.4 AC		9.0		22 DU
	SMALL LOT	6,000 SF	5.5 AC		6.0		32 DU
	MODERATE LOT	10,000 SF	5.0 AC		3.5		18 DU
	LARGE LOT	20,000 SF	2.7 AC		1.8		5 DU
	ESTATE	40,000 SF	1.5 AC		1.0		2 DU
ACCESSORY							30 Units
NEIGHBORHOOD TOTALS			(COMM. NET 90%)	21,954 SF		144 Units	332 DU

NEIGHBORHOOD 9

TOTAL DEVELOPED AREA 49.0 AC.

PUBLIC LAND		17.1 AC	F.A.R.	S.F.	DU/AC	Units	D.U.
STREETS	2% OF TOTAL AREA	11.3 AC					
PUBLIC SPACES		3.8 AC	Recorded area		3.8 AC		
PUBLIC BUILDINGS		2.0 AC					
PRIVATE LAND		31.9 AC					
COMMERCIAL	BUSINESS / RETAIL	0.2 AC	0.20	1,742 SF	0.0		
	LODGING	0.0 AC			22.0	0 Sites	
	RV	0.0 AC			18.0	0 Lots	
MIXED USE		2.9 AC	0.15	16,949 SF	10.0		29 DU
RESIDENTIAL (average density)	STACKED	alt.: 2,900 SF	0.3 AC		16.0		104 DU
	ATTACHED	3,000 SF	5.4 AC		12.0		84 DU
	SIDEYARD	4,000 SF	3.6 AC		9.0		32 DU
	SMALL LOT	6,000 SF	4.9 AC		6.0		29 DU
	MODERATE LOT	10,000 SF	5.0 AC		3.5		18 DU
	LARGE LOT	20,000 SF	2.7 AC		1.8		5 DU
	ESTATE	40,000 SF	0.8 AC		1.0		1 DU
ACCESSORY							25 Units
NEIGHBORHOOD TOTALS			(COMM. NET 90%)	18,622 SF		25 Units	269 DU

NEIGHBORHOOD 10

TOTAL DEVELOPED AREA 28.0 AC.

PUBLIC LAND		10.4 AC	FAR	S.F.	DU/AC	Units	D.U.
STREETS	25% OF TOTAL AREA	6.4 AC					
PUBLIC SPACES		2.5 AC	Recorded area	2.5 AC			
PUBLIC BUILDINGS		1.5 AC					
PRIVATE LAND		16.8 AC					
COMMERCIAL	BUSINESS / RETAIL	0.4 AC	0.25	3,465 SF	0.0		
	LODGING	0.8 AC			22.0	17.6 Suits	
	RV	0.0 AC			18.0	0 Lots	
MIXED USE		2.5 AC	0.25	16,335 SF	9.0		25 DU
RESIDENTIAL	STACKED	1.4 AC			15.0		22 DU
(average density)	ATTACHED	2.0 AC			10.0		20 DU
	SIDEYARD	4.0 AC			9.0		8 DU
	SMALL LOT	6.0 AC			8.0		26 DU
	MODERATE LOT	10.0 AC			3.6		13 DU
	LARGE LOT	20.0 AC			1.8		2 DU
	ESTATE	40.0 AC			1.0		0 DU
	ACCESSORY						16 Units
NEIGHBORHOOD TOTALS			(COMB. NET 90%)	17,836 SF		34 Units	113 DU
TOTALS		DEVELOPED AREA:	738 AC	255,304 SF		1,895 Units	3,008 DU

SUMMARY TOTALS: 10 NEIGHBORHOODS

PARKWAY		91.2 AC					
OPEN LAND	Slopes > 30%	58.0 AC	200.8 AC				
	Slopes < 30%	142.8 AC					
STREETS		165.6 AC					
PUBLIC SPACES		78.2 AC					
PUBLIC BUILDINGS		26.9 AC					
COMMERCIAL	BUSINESS / RETAIL	23.2 AC	85,857 SF (90% of gross)				
	LODGING	29.2 AC				707 Suits	
	RV	39.5 AC				711 Lots	
MIXED USE		38.1 AC	268,526 SF (90% of gross)				422 DU
RESIDENTIAL	STACKED	75.0 AC					1,487 DU
	ATTACHED	69.6 AC					820 DU
	SIDEYARD	32.7 AC					294 DU
	SMALL LOT	63.8 AC					383 DU
	MODERATE LOT	56.2 AC					202 DU
	LARGE LOT	23.5 AC					42 DU
	ESTATE LOT	8.6 AC	348.49 AC - Reclassified Area				9 DU
	ACCESSORY UNITS						277 Units
TOTAL LAND OWNERSHIP		1,822 AC					
	Assume City Base Density:	at 3.5 du/ac		3,056 DU		873 AC Developable	
	Assume Base Density + 20% PDO Incentive:			3,667 DU		(1022 AC - 91 AC - 58 AC)	

EXHIBIT D
Master Street Plan

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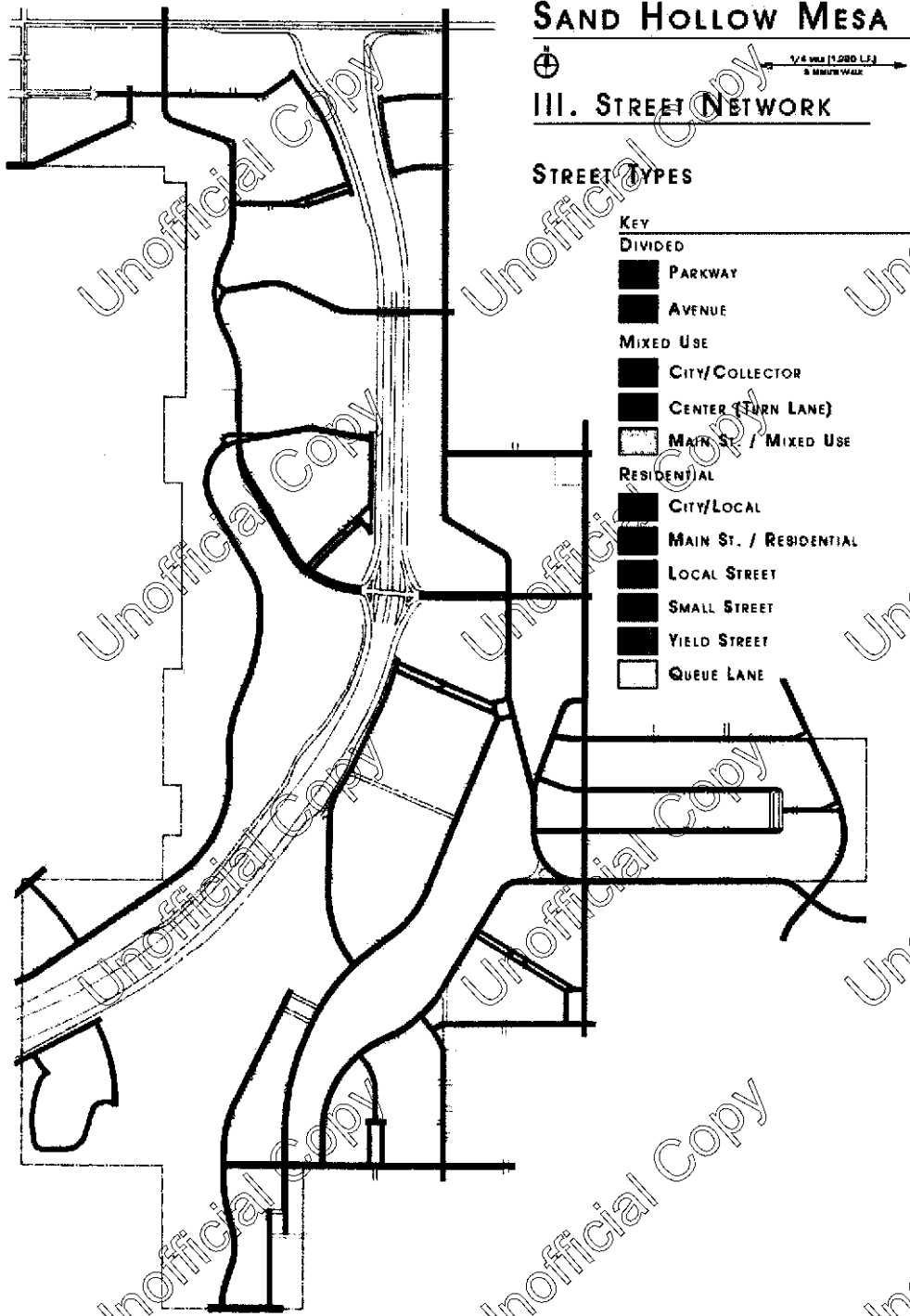
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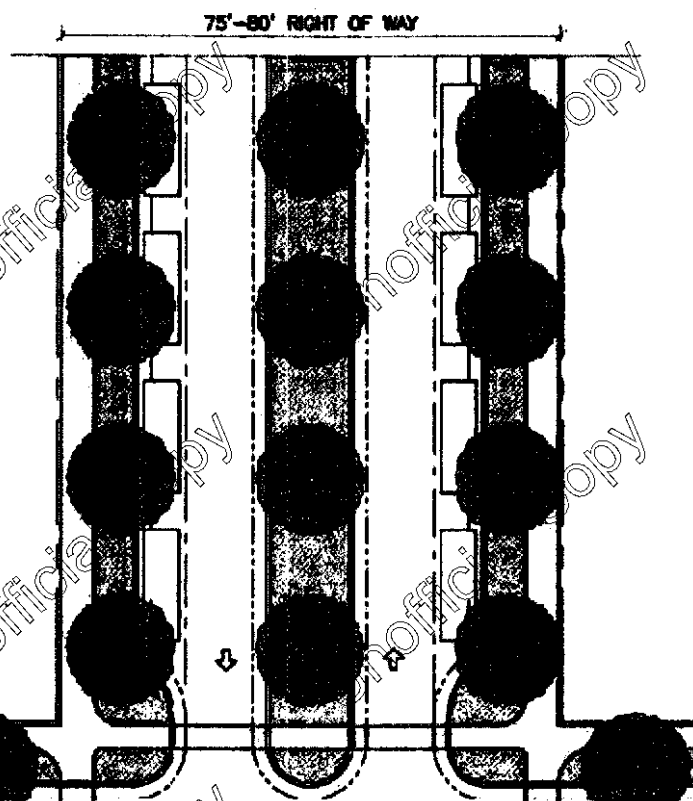
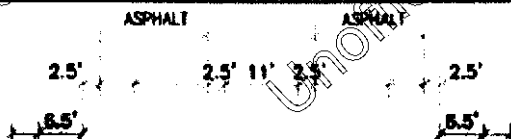
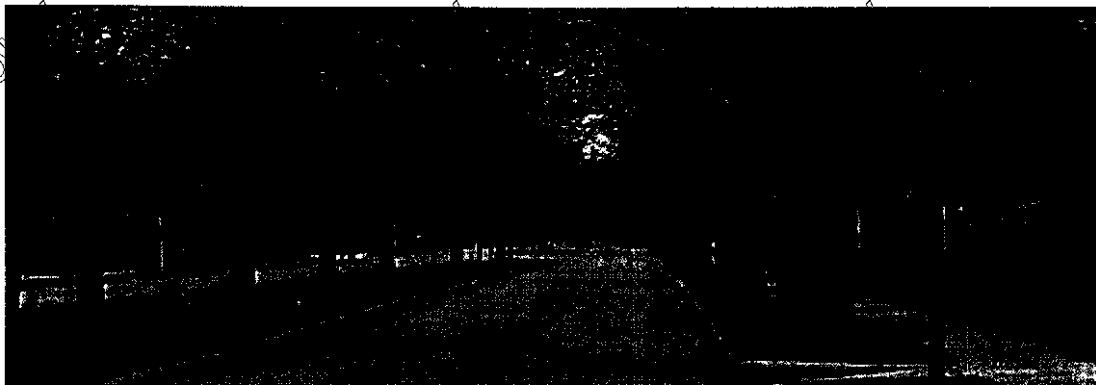
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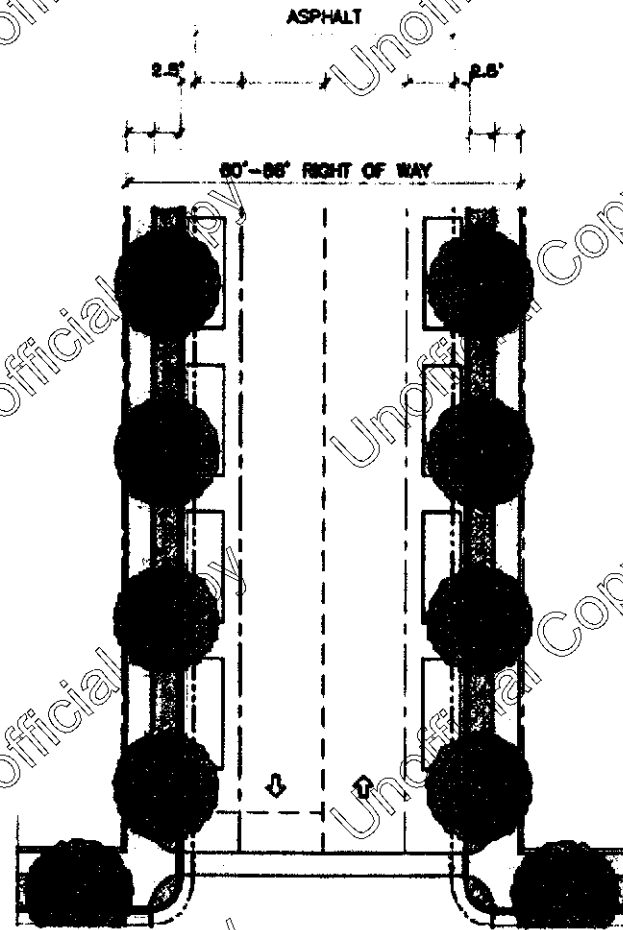
RESIDENTIAL AVENUE
PARKING BOTH SIDES

DIVIDED TRAVEL



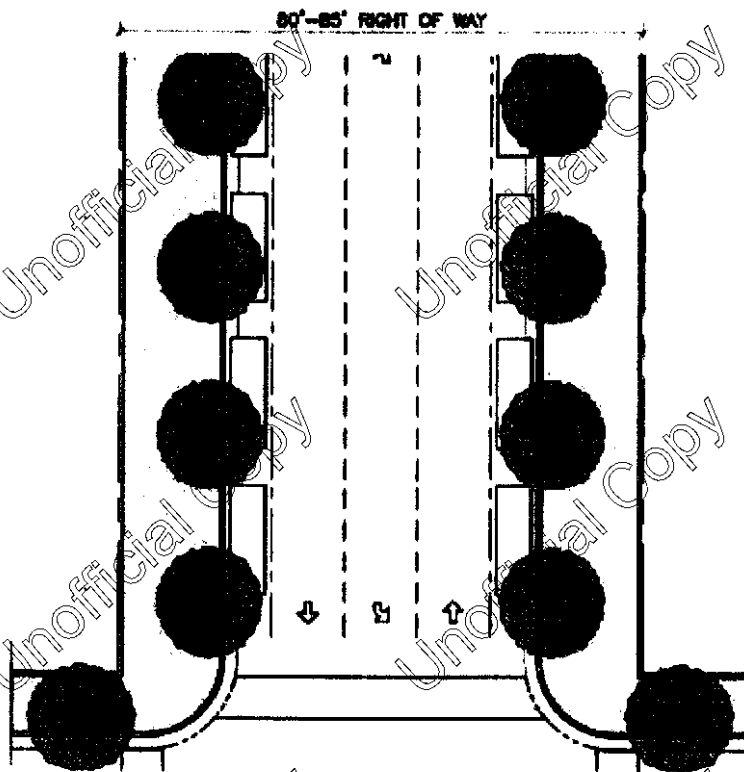
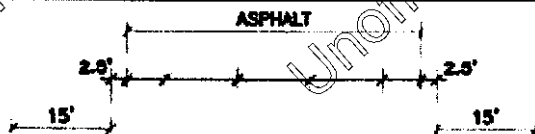
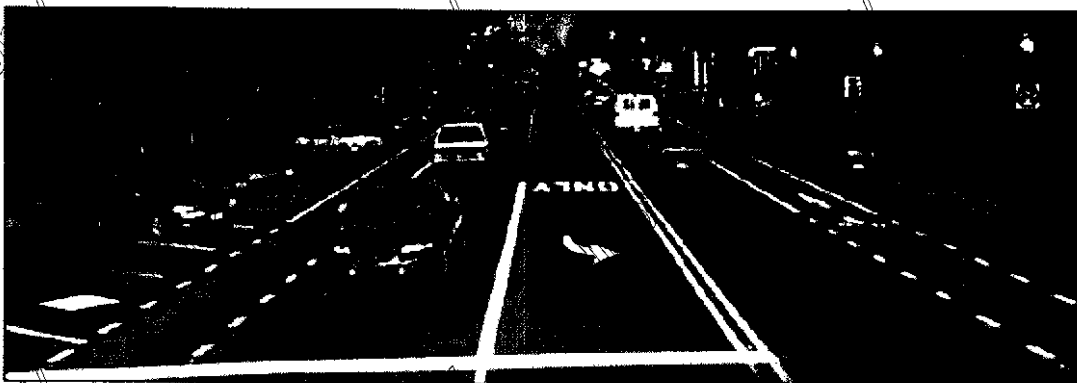
CITY/COLLECTOR
RESIDENTIAL

TWO WAY TRAVEL



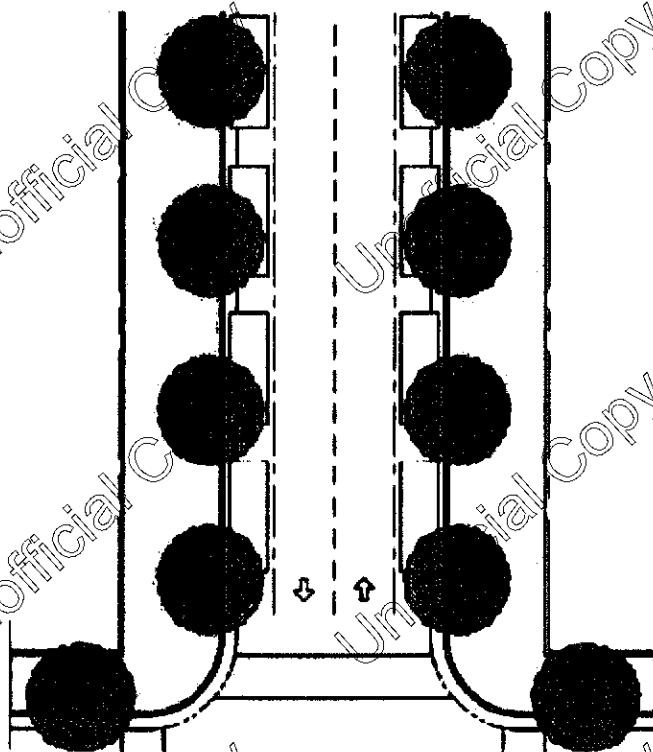
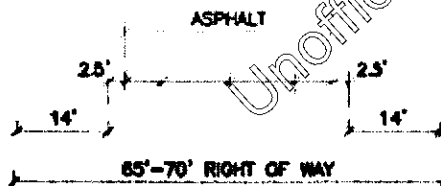
CENTER/MIXED USE
TURN LANE

TWO WAY TRAVEL



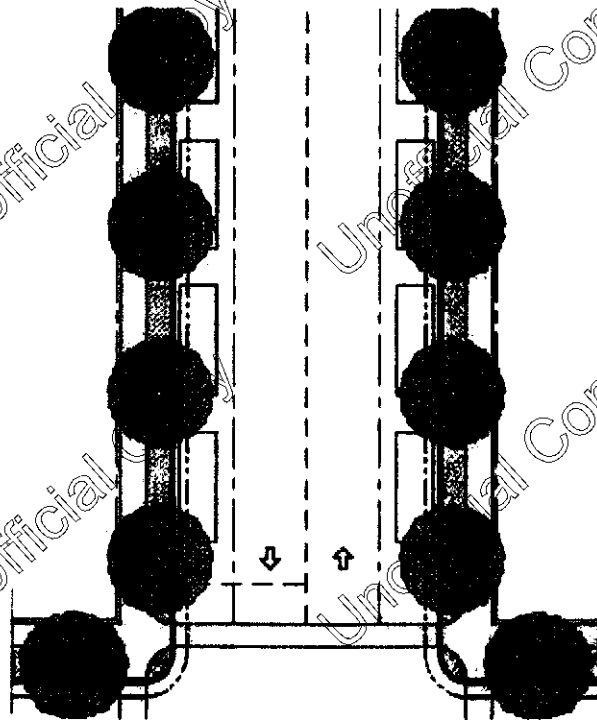
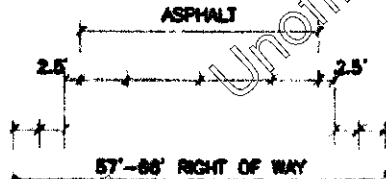
MAIN STREET/MIXED USE

TWO WAY TRAVEL



CITY/LOCAL
RESIDENTIAL

TWO WAY TRAVEL

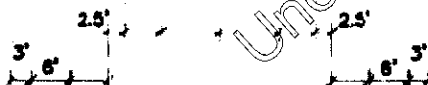


MAIN STREET/RESIDENTIAL

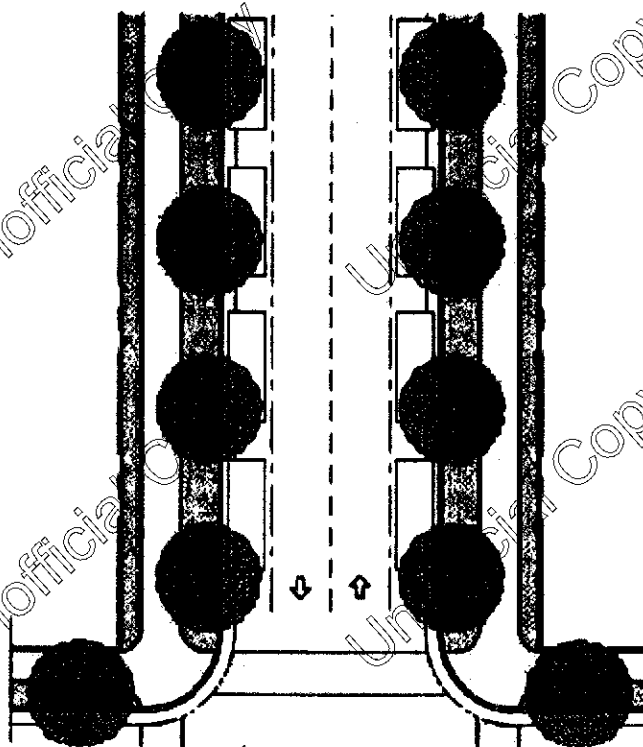
TWO WAY TRAVEL



ASPHALT



65'-70' RIGHT OF WAY



LOCAL STREET
PARKING BOTH SIDES

TWO WAY TRAVEL

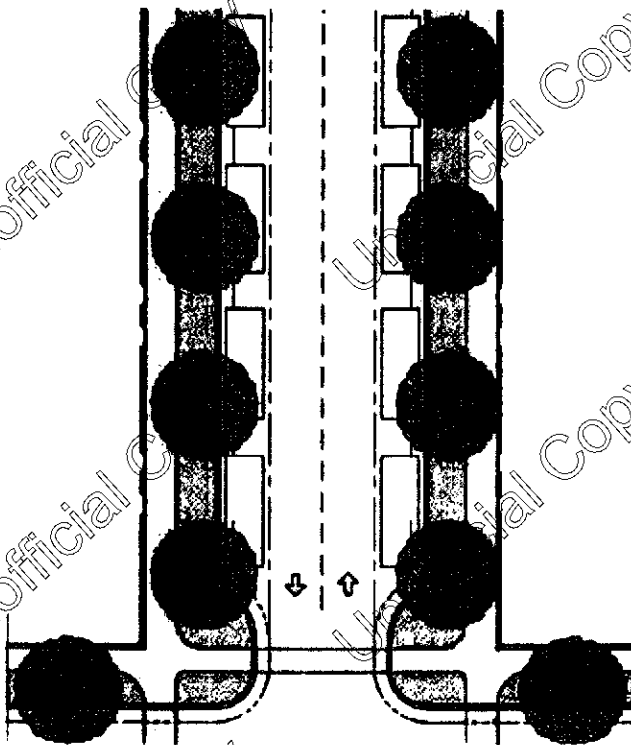


ASPHALT

2.5'

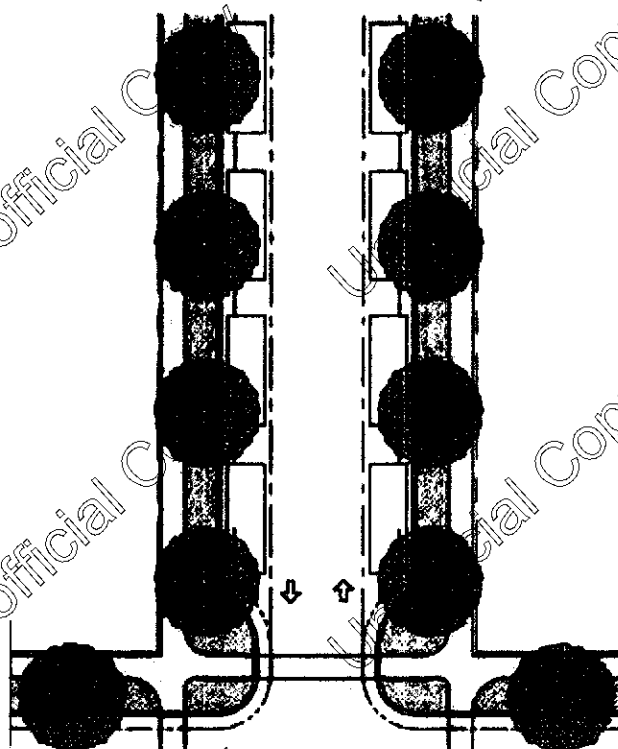
2.5'

55'-80' RIGHT OF WAY



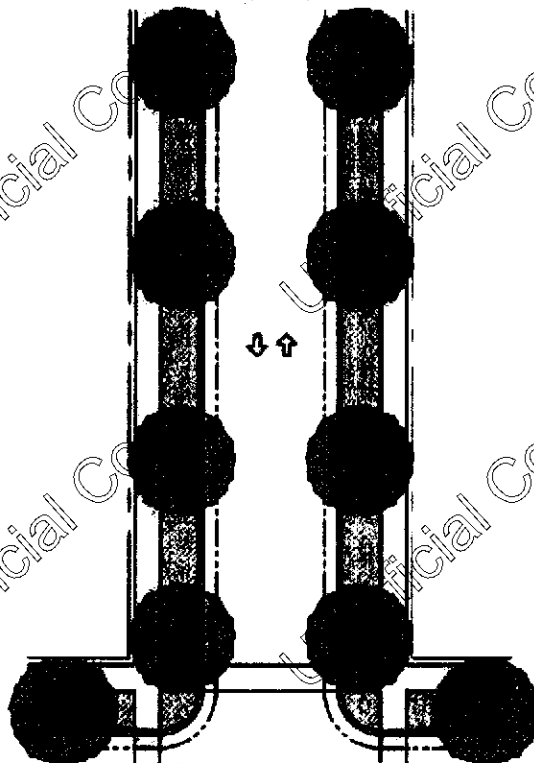
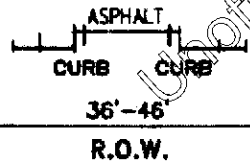
SMALL STREET
PARKING BOTH SIDES

TWO WAY TRAVEL



YIELD STREET (LANE)

TWO WAY TRAVEL



QUEUE LANE
PARKING BOTH SIDES

TWO WAY TRAVEL

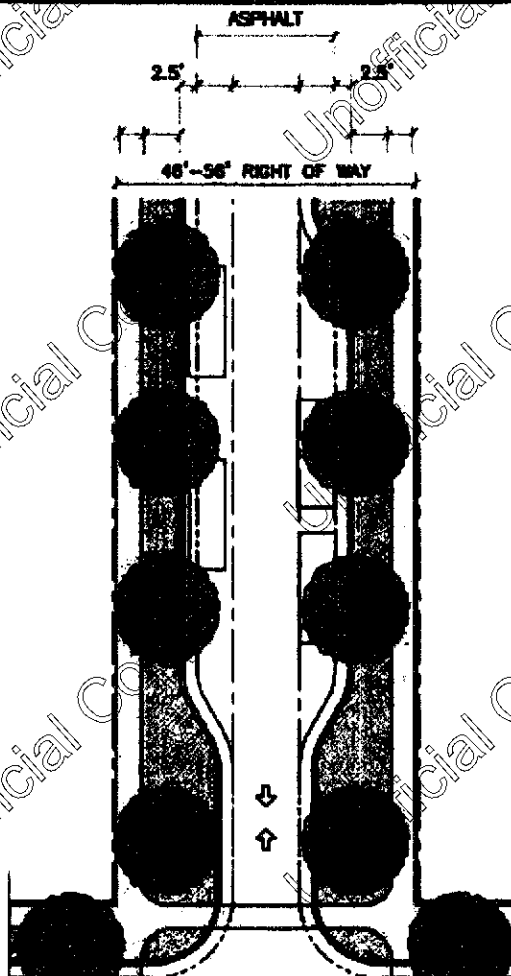


EXHIBIT E

**Description of Substation
Property**

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN; THENCE N1°01'38"E, ALONG THE 1/4 SECTION LINE, 1086.47 FEET AND WEST 35.01 FEET TO THE POINT OF BEGINNING; THENCE N88°51'19"W 250.00 FEET; THENCE N1°01'38"E 200.00 FEET; S88°51'19"E 230.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 31.37 FEET THROUGH THE CENTRAL ANGLE OF 89°52'57"; THENCE S1°01'38"W 180.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 49,914.69 SQUARE FEET OR 1.146 ACRE