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DOC # 20230032757

Agreement Page 1 of 6
Gary Christensen Washington County Recorder
10/31/2023 03:37:01 PM Fee \$ 0.00
By ST GEORGE CITY



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

PARCEL NOS SG-6-2-35-3004
SG-6-2-34-1003

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
for
DIVARIO
(Originally The Lakes)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (herein "Amendment") is entered into this 21st day of September, 2023, by and between St. George 730, L.L.C., a Nevada limited liability company, (herein "Developer") for the land to be included in or affected by the project known as "Divario," (herein the "Planned Community"; formerly known as The Lakes at St. George), and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City").

This Amendment is intended to modify and amend that Development Agreement between Developer and City dated January 9, 2014, and originally recorded February 26, 2014, as Doc. No. 20140005707 in the files of the Recorder for Washington County, State of Utah (hereafter the "Development Agreement").

RECITALS

WHEREAS, Developer has real property located within the City limits of the City of St. George, Utah, hereinafter "Development Property," and which is described in *Exhibit "A"* to the Development Agreement; and

WHEREAS, the Development Property has been under development since the recording of the original Development Agreement; and

WHEREAS Developer is requesting to pursue one or more zone changes to the Planned Development; and

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

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

1. **Recitals.** The Recitals above are hereby incorporated into this agreement.
2. **Definitions.** Capitalized words and phrases used herein shall have the same meaning as set forth in the original Development Agreement, unless specifically provided otherwise herein.
3. **Affected Property.** The legal description of Planning Area 2 is as follows.
See Exhibit "A" attached hereto and incorporated with this reference.
4. **Amendment to Master Plan Land Use Exhibit "B".** Exhibit "B" to the Development Agreement is hereby amended and modified to change the land use designation for Planning Area 2 (PA-2) from Medium Density Residential (MDR) at 9 units per acre to High Density Residential (HDR) at 15 units per acre, as depicted in ***Exhibit "B"*** hereto.
5. **PA-2 Density Cap.** The total number of residential units in PA-2 shall not exceed 450 units.
6. **Development Agreement Remains in Effect.** Except as specifically modified herein, the terms and conditions of the original Development Agreement between the parties, shall remain in full force and effect. With respect to any conflicting provisions, this Amendment shall govern.
7. **Effective Date.** This Amendment shall be effective as of the date filed for public record in the office of the Recorder for Washington County, Utah.
8. **Counterparts.** This Amendment may be executed in identical counterparts, which when combined shall constitute one single agreement between the parties.

(Signature page to follow)

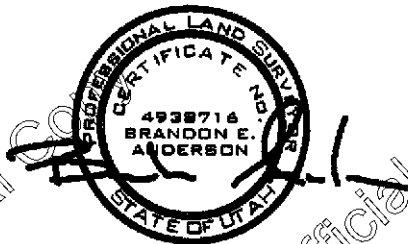
ROSENBERG  **ASSOCIATES™**
 CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"
Planning AREA 2 (PA-2)

Beginning at a point being North 88°23'46" West 673.21 feet along the section line and North 30.71 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 12°42'52" East 1.72 feet to the southerly line of a deed of dedication as filed as Entry No. 00814829 with the Washington County Recorder's Office;
 thence easterly the following (4) courses along said Entry No. 00814829;
 thence South 83°29'09" East 112.23 feet;
 thence South 88°40'40" East 417.51 feet;
 thence Southeast 705.17 feet along an arc of a 900.00 foot radius curve to the right (center bears South 01°19'20" West, long chord bears South 66°13'54" East 687.27 feet with a central angle of 44°53'32");
 thence North 46°12'51" East 39.52 feet;
 thence Southeast 30.23 feet along an arc of a 940.00 foot radius curve to the right (center bears South 46°17'04" West, long chord bears South 42°47'39" East 30.23 feet with a central angle of 01°50'33");
 thence South 41°52'22" East 747.84 feet;
 thence Southeast 142.03 feet along an arc of a 1,000.00 foot radius curve to the left (center bears North 48°07'38" East, long chord bears South 45°56'31" East 141.91 feet with a central angle of 08°08'16");
 thence South 50°00'39" East 295.22 feet;
 thence Southeast 351.35 feet along an arc of a 800.00 foot radius curve to the right (center bears South 39°59'21" West, long chord bears South 37°25'44" East 348.53 feet with a central angle of 25°09'49") to the 1/16th line;
 thence North 88°36'09" West 1,498.15 feet along said 1/16th line to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 34;
 thence North 88°27'41" West 593.88 feet along the 1/16th line;
 thence North 05°23'24" East 240.38 feet;
 thence North 03°39'52" West 784.39 feet;
 thence North 03°36'31" East 324.48 feet;
 thence North 88°38'12" West 21.40 feet;
 thence West 127.78 feet along an arc of a 645.00 foot radius curve to the right (center bears North 01°21'48" East, long chord bears North 82°57'40" West 127.57 feet with a central angle of 11°21'04") to the Point of Beginning.

Containing 1,942,841 square feet or 44.60 acres.



May 14, 2021

Exhibit B

Master Plan Land Use Exhibit

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