TOQUERVILLE CITY
PLANNING COMMISSION MEETING AGENDA
April 8, 2026, at 6:00 p.m.
212 N. Toquer Blvd, Toquerville Utah

This meeting will also be broadcast via YouTube live on the Toquerville City YouTube channel at https://www.youtube.com/channel/@toquervillecity

A. CALL TO ORDER:
1. Call to Order – Chair Haymore
2. Pledge of Allegiance – Commissioner Allinson
3. Statement of Belief/Opening Prayer – Commissioner Leavitt
4. Disclosures and Declaration of Conflicts from Commission Members

B. APPROVAL OF AGENDA:
1. Approval of agenda order

C. CONSENT AGENDA:
1. Review and possible approval of meeting minutes from March 11, 2026, Planning Commission Meeting.

D. BUSINESS:

1. **Discussion and possible recommendation** as the Hillside Review Board on a Hillside Development Permit submitted by Firelight Development, Inc. for Sunriver at Firelight, Phases 8-16.

2. **Discussion and possible recommendation** on a Pre-Annexation Agreement between Toquerville City and Solara Communities, LLC for Tax ID: 3151-A-1-HV, a 200-acre property currently located in unincorporated Washington County, Utah, proposed for residential and commercial development.
   A. **Public Hearing:** Public input is sought on a Pre-Annexation Agreement between Toquerville City and Solara Communities, LLC for Tax ID: 3151-A-1-HV, a 200-acre property currently located in unincorporated Washington County, Utah, proposed for residential and commercial development.

3. **Discussion and possible recommendation** on a Development Agreement between Toquerville City, Solara Communities, LLC, and RE Developers, LLC for the Solara Project, a proposed 200-acre development including up to 1,500 residential units (single-family homes, townhomes, and multi-family units) and commercial space, located on Tax ID: 3151-A-1-HV.
   A. **Public Hearing:** Public input is sought on a Development Agreement between Toquerville City, Solara Communities, LLC, and RE Developers, LLC for the Solara Project, a proposed 200-acre development including up to 1,500 residential units (single-family homes, townhomes, and multi-family units) and commercial space, located on Tax ID: 3151-A-1-HV.

4. **Discussion and possible recommendation** on Ordinance 2026.XX – an ordinance amending Title 10, Chapter 17, Section 4, Subsection H of the Toquerville City Code to exempt residential culinary connections covered by the Solara Project Development Agreement from the nightly rental license cap.
   A. **Public Hearing:** Public input is sought on Ordinance 2026.XX – an ordinance amending Title 10, Chapter 17, Section 4, Subsection H of the Toquerville City Code to exempt

residential culinary connections covered by the Solara Project Development Agreement from the nightly rental license cap.

5. **Discussion and possible recommendation** on Ordinance 2026.XX – an ordinance amending the Official Zoning Map of Toquerville City to reflect previously approved rezonings.
   A. **Public Hearing**: Public input is sought on Ordinance 2026.XX – an ordinance amending the Official Zoning Map of Toquerville City to reflect previously approved rezonings.

6. **Discussion and possible recommendation** on Ordinance 2026.XX – an ordinance amending and restating Title 10, Chapter 19D, Section 16 of the Toquerville City Code to update improvement completion assurance requirements and clarify installation warranty obligations.
   A. **Public Hearing**: Public input is sought on Ordinance 2026.XX – an ordinance amending and restating Title 10, Chapter 19D, Section 16 of the Toquerville City Code to update improvement completion assurance requirements and clarify installation warranty obligations.

E. REPORTS:

1. Planning Commission Chair
2. Planning Commissioners
3. Assistant City Manager, Darrin LeFevre

F. ADJOURN:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Office 435.635.1094, at least 48 hours in advance. This Agenda will be posted on the State website at http://pmn.utah.gov, posted on the Toquerville City website at www.toquerville.utah.gov, and at the City Office Building at 212 N Toquer Blvd. Posted April 7, 2026, by Toquerville City Recorder, Emily Teaters.

TOQUERVILLE CITY
PLANNING COMMISSION MEETING MINUTES
March 11, 2026, at 6:00 pm
212 N. Toquer Blvd, Toquerville Utah

Present: Chair: Dean Haymore; Commissioners: Glenn Leavitt, Angela Harrison, Lonnie Christensen; Commissioner Alternates: Mark Welker; Staff: Planning and Zoning Administrator/Recorder Emily Teaters, Assistant City Manager Darrin LeFevre, Attorney Kayla Gothard. Absent: Commissioner Mila Allinson.

A. CALL TO ORDER – 6:00 PM

https://www.youtube.com/live/4VsaR5ofWro?si=kz18Hq7kq5kzmVhL&t=6

Chair Dean Haymore called the meeting to order at 6:00 p.m. Commissioner Harrison led the Pledge of Allegiance. The invocation was led by Commissioner Christensen. There were no declarations of conflicts.

B. APPROVAL OF AGENDA:

https://www.youtube.com/live/4VsaR5ofWro?si=RLv_vuaQR-DpPjss&t=144

1. The Commissioners reviewed the agenda.

Commissioner Christensen made a motion to approve the agenda order. Commissioner Harrison seconded the motion. Motion carried 5-0. Dean Haymore – aye, Glenn Leavitt – aye, Angela Harrison – aye, Lonnie Christensen – aye, Mark Welker – aye.

C. CONSENT AGENDA:

https://www.youtube.com/live/4VsaR5ofWro?si=As4EyMb0LZqD_2Li&t=156

1. Review and possible approval of meeting minutes from January 14, 2026, Planning Commission Meeting.

Commissioner Harrison made a motion to approve the minutes. Commissioner Leavitt seconded the motion. Motion carried 5-0. Dean Haymore – aye, Glenn Leavitt – aye, Angela Harrison – aye, Lonnie Christensen – aye, Mark Welker – aye.

D. BUSINESS:

1. **Discussion and possible recommendation** as the Hillside Review Board on a Hillside Development Permit submitted by Firelight Development Inc./SRC Landholdings, LLC for Indigo @ Firelight, Phase 1. Tax ID: T-182-A and T-3-15-110.
   https://www.youtube.com/live/4VsaR5ofWro?si=DmPBm2kRC6jrThIL&t=187
   Darrin LeFevre introduced the item by providing an overview of the submitted application and the review process. He listed several requirements for a Hillside Development Permit and answered the commissioner's questions regarding the construction plans. Adam Allen, with American Consulting and Engineering, answered the commissioner's questions regarding retaining walls and ownership. Attorney Kayla Gothard answered questions regarding future maintenance of the walls. The commissioners continued their discussion of the Hillside Development Permit with input from Tad Griffiths in the audience. Attorney Gothard reviewed corrections needed on the plans.

Commissioner Harrison made a motion to recommend approval of the Hillside Development Permit for Phase 1 of the Indigo at Firelight subdivision, with the changes of removing note 10 on page 1 and showing access to the easement. Commissioner Leavitt seconded the motion. Motion carried 5-0. Dean Haymore – aye, Glenn Leavitt – aye, Angela Harrison – aye, Lonnie Christensen – aye, Mark Welker – aye.

2. **Discussion and possible approval** of a preliminary site plan for a parking lot extension at Sapp Bros Travel Center, submitted by Tad Griffiths of Royal T Enterprises, Inc. Tax ID: T-3-0-27-3410 and T-3-0-27-315.
https://www.youtube.com/live/4VsaR5ofWro?si=pepVQun4uXcC0KHY&t=1886
Emily Teaters introduced this item. She went over the site plan submitted, summarizing the work to be done, also going over previously submitted items. Both Darrin and Emily answered questions from the commissioners regarding the parking lot extension. Emily noted adding a 1-year expiration of the site plan in the motion. Attorney Gothard also recommended adding an expiration date.

Commissioner Leavitt made a motion to approve the preliminary site plan for the Sapp Bros Travel Center parking lot expansion subject to staff comments, commercial design standards, JUC review, all applicable Toquerville City standards and specifications, and approval of the final site plan and construction drawings prior to development, also a 1-year expiration. Commissioner Harrison seconded the motion. Motion carried 5-0. Dean Haymore – aye, Glenn Leavitt – aye, Angela Harrison – aye, Lonnie Christensen – aye, Mark Welker – aye.

3. **Discussion** of the purpose and key elements of Toquerville City's General Plan.
https://www.youtube.com/live/4VsaR5ofWro?si=3mhqtfPrwmlsJpES&t=2272
Emily gave a presentation on the City's General Plan, providing a high-level overview of the key elements that apply to Planning Commission. Emily, along with Darrin, answered questions from the commissioners while going over modern income housing, water conservation, land use goals, future growth, transportation, and economic development.

E. REPORTS:
https://www.youtube.com/live/4VsaR5ofWro?si=b7fWcs3wEHeckMxj&t=4742

1. Planning Commission Chair
Chair Haymore brought up concerns regarding Rocky Mountain Power and the Solid Waste District.

2. Planning Commissioners
There were no reports from the commissioners.

3. Planning & Zoning Administrator, Emily Teaters
Emily reported on current development applications under review and code revisions that will be on future agendas.

4. Assistant City Manager, Darrin LeFevre
Darrin provided updates on Boulder Ridge Development, a water line project in Anderson Junction, Chief Toquer Reservoir, and the new pump house for the water district.

F. ADJOURN:

https://www.youtube.com/live/4VsaR5ofWro?si=onx55oV8f2djDMs0&t=5400

Commissioner Christensen made a motion to adjourn. Commissioner Harrison seconded the motion. Motion carried 5-0. Dean Haymore – aye, Glenn Leavitt – aye, Angela Harrison – aye, Lonnie Christensen – aye, Mark Welker – aye.

Chair Haymore adjourned the meeting at 7:30pm.

_____ _____

Planning Chair – Dean Haymore Date

_____

Attest: City Recorder – Emily Teaters

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 04.08.2026 **Department:** Planning & Zoning

Item Title:
Discussion and possible recommendation as the Hillside Review Board on a Hillside Development Permit submitted by Firelight Development, Inc. for Sunriver at Firelight, Phases 8-16.

Presented By: Darrin LeFevre / Todd Gardner

Attachments:
- Application
- Hillside Development Plans

Options:
Recommend Approval/Conditional Approval/Recommend Denial/Table

Possible Motion (Approval):

I move to recommend approval of the Hillside Development Permit for Sun River Firelight Subdivision Phases 8-16.

Background:

The Toquerville City Code 10-16A establishes a Hillside Development Overlay Zone for hillsides in the City with a slope greater than 10%. The Code sets standards for development in these hillside areas to minimize soil and slope instability, erosion, and the adverse effects of grading, cut and fill operations, while preserving the character of the City's hillsides.

The overlay zone is intended to:
- Prohibit development that could create hazardous conditions due to slope instability, rockfalls, or excessive erosion.
- Ensure safe vehicular circulation and access.
- Encourage building site design and development that minimizes the visual and erosion impacts of cutting, filling, and grading.
- Promote preservation of open space through clustering or other design techniques that maintain the natural terrain.
- Require buildings to be located in cut areas where excavation occurs to reduce the visual effects of scarring.

The Planning Commission acts as the Hillside Review Board, responsible for evaluating these applications and making a recommendation to the City Council.

The applicant has submitted all required materials for the Hillside Development Permit, which have been reviewed by the City Engineer. The engineer's comments included with your packet. Density calculations are included in the plans and have been reviewed for compliance with the

standards in the 10-16A-5. To calculate density allowances, slopes are mapped and delineated into intervals of 0–10%, 11–16%, 17–23%, 24–30%, and greater than 30%. The submitted plans show the acreage for each of these slope categories and the corresponding density calculations, based on the chart provided in the Sensitive Lands Ordinance (see below).

Percent Natural Slope	Minimum Lot Size For Single-Family Residential And Commercial	Maximum Number Of Dwelling Units Per Acre In Zones R-1-12, R-1-20 And A-1
0 - 10	See existing zone	
11 - 16	20,000 square feet	2 if zoning permits
17 - 23	40,000 square feet	1 if zoning permits
24 - 30	5 acres	1 per 5 acres if permitted
30+	Development not permitted	

The submitted application demonstrates that the proposed development of Phases 8–16 appears that it meets the requirements of the Hillside Ordinance. Final determination of compliance will occur during the subsequent review phase with the submittal and review of final development plans (construction drawings), as well as the final engineered drainage plans and supporting drainage study.

EST. 1858
TOQUERVILLE CITY

HILLSIDE DEVELOPMENT PERMIT APPLICATION

Fee: See Current Fee Schedule

Applicant Name: Firelight Development, Inc. **Telephone:** [redacted]

Address: 1404 W Sun River Pkwy, Ste 200, St. George, UT 84790

Email: stephen@fieldhousedevelopment.com

Agent (If Applicable): Adam Allen **Telephone:** [redacted]

Email: adam@alcsg.com

Address/Location of Subject Property: Pond Hill (South of Firelight Dr, North of Silver Reef Pkwy and West of Toquerville Pkwy)

Zone District: R1-20 (MPDO) **Subdivision Name & Phase:** Sun River at Firelight Ph. 8-16

Tax ID of Subject Property: T-3-1-3-200-PV1, T-3-1-3-201-PV1, T-100-A, T-199-PV1, T-3-1-3-202-PV1, T-3-1-10-140-PV1, T-3-1-3-232-PV1, T-1231, T-104-A-1, T-100-A, T-3-1-10-443-PV1, T-191-PV1

****

Submittal Requirements: Permit is required for all major development on slopes in excess of ten percent (10%) or within a geologic hazard area. The application shall be submitted with the required fee, Toquerville City's Owner Affidavit and Consent, Professional Services Agreement and as well as all reports and plans required by Toquerville City Code 10-16A-8 in PDF format. Applicant may choose to also submit a twenty-four by thirty-six inch (24" x 36") paper copies to the Planning Department.

Note: All required information listed above, along with the fee, must be submitted with the application. Incomplete applications will not receive full staff or JUC review.

****

(Office Use Only)

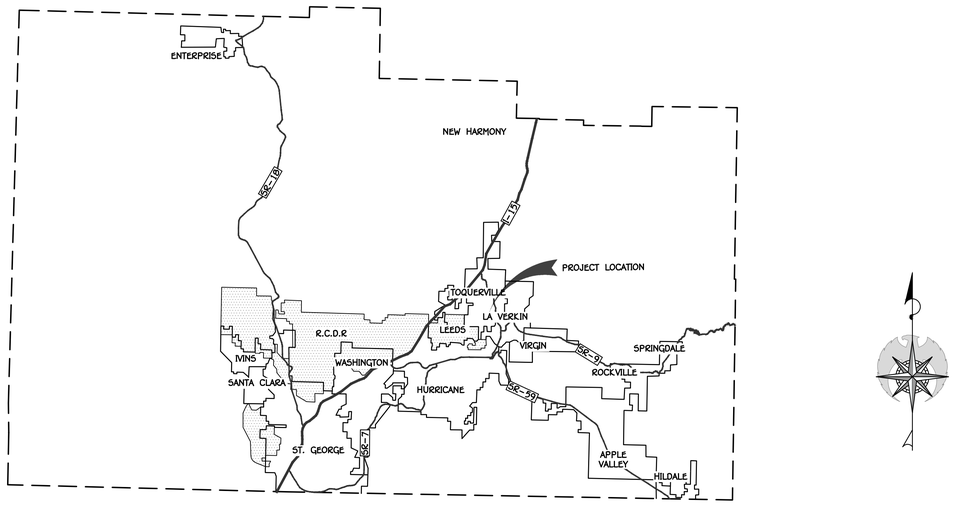
[redacted]

SUNRIVER AT FIRELIGHT PH 8-16

TOQUERVILLE, UTAH

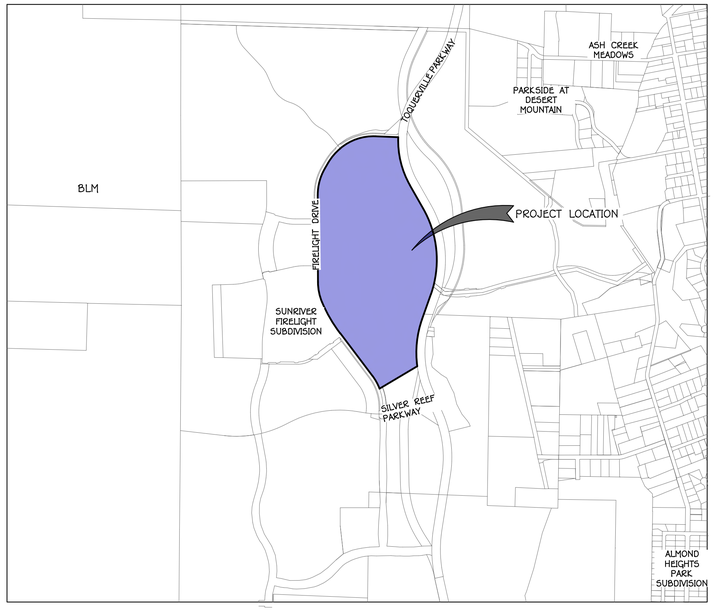
HILLSIDE PERMIT PLANS

MARCH 2026



WASHINGTON COUNTY

N.T.S.



VICINITY MAP

SECTION 10, T41S, R13W, SLB&M

0 1000' 2000'

SCALE: 1" = 1000'

LEGAL DESCRIPTION (PARCELS T-3-1-3-202-PV1, T-3-1-3-201-PV1, T-3-1-3-200-PV1, T-3-1-3-232-PV1, T-3-1-3-443-PV1, T-199-PV1, T-100-A, T-3-1-10-142-A, T-1231, T-3-1-10-140-A, T-104-A-1)

BEGINNING AT A POINT THAT LIES NORTH 00°42'01" EAST 4,263.50 FEET ALONG THE SECTION LINE, AND EAST 163.37 FEET, FROM THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTHWESTERLY ALONG A 763.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 69°16'09" WEST) THROUGH A CENTRAL ANGLE OF 16°19'23", A DISTANCE OF 217.15 FEET; THENCE NORTH 37°02'14" WEST 696.87 FEET; THENCE NORTHERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 52°57'46" EAST) THROUGH A CENTRAL ANGLE OF 68°53'59", A DISTANCE OF 30.06 FEET; THENCE NORTH 37°02'14" WEST 36.68 FEET; THENCE NORTHWESTERLY ALONG A 1,951.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 52°57'46" EAST) THROUGH A CENTRAL ANGLE OF 00°29'37", A DISTANCE OF 16.81 FEET; THENCE WESTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 15°06'01" WEST) THROUGH A CENTRAL ANGLE OF 69°14'37", A DISTANCE OF 30.21 FEET; THENCE NORTHWESTERLY ALONG A 1,967.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 54°08'35" EAST) THROUGH A CENTRAL ANGLE OF 12°49'32", A DISTANCE OF 440.31 FEET; THENCE NORTHERLY ALONG A 697.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 66°58'07" EAST) THROUGH A CENTRAL ANGLE OF 22°51'49", A DISTANCE OF 278.13 FEET; THENCE NORTH 00°10'05" WEST 134.70 FEET; THENCE NORTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 89°49'55" EAST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET; THENCE NORTH 00°10'05" WEST 60.00 FEET; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 00°10'05" WEST) THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET; THENCE NORTH 00°10'05" WEST 972.33 FEET; THENCE NORTHERLY ALONG A 697.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 89°49'55" EAST) THROUGH A CENTRAL ANGLE OF 30°24'41", A DISTANCE OF 369.95 FEET; THENCE NORTH 30°14'37" EAST 94.54 FEET; THENCE NORTHEASTERLY ALONG A 697.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 59°45'23" EAST) THROUGH A CENTRAL ANGLE OF 16°07'22", A DISTANCE OF 196.13 FEET; THENCE EASTERLY ALONG A 25.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 43°38'01" EAST) THROUGH A CENTRAL ANGLE OF 94°16'01", A DISTANCE OF 41.13 FEET; THENCE NORTH 50°38'00" EAST 50.00 FEET; THENCE NORTHERLY ALONG A 25.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 50°38'00" EAST) THROUGH A CENTRAL ANGLE OF 94°16'01", A DISTANCE OF 41.13 FEET; THENCE EASTERLY ALONG A 697.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 35°05'59" EAST) THROUGH A CENTRAL ANGLE OF 37°19'59", A DISTANCE OF 454.16 FEET; THENCE SOUTH 87°45'59" EAST 291.98 FEET; THENCE SOUTHEASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 02°14'00" WEST) THROUGH A CENTRAL ANGLE OF 86°46'16", A DISTANCE OF 37.86 FEET; THENCE SOUTHERLY ALONG A 1,260.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CENTER POINT LIES NORTH 89°18'41" EAST) THROUGH A CENTRAL ANGLE OF 29°02'00", A DISTANCE OF 638.48 FEET; THENCE SOUTH 29°43'19" EAST 375.65 FEET; THENCE SOUTHERLY ALONG A 1,440.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 60°16'41" WEST) THROUGH A CENTRAL ANGLE OF 42°37'49", A DISTANCE OF 1,071.42 FEET; THENCE SOUTHERLY ALONG A 1,440.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 77°05'30" WEST) THROUGH A CENTRAL ANGLE OF 06°40'34", A DISTANCE OF 167.79 FEET; THENCE SOUTH 19°35'05" WEST 363.94 FEET; THENCE SOUTHERLY ALONG A 1,410.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 70°24'55" EAST) THROUGH A CENTRAL ANGLE OF 27°19'07", A DISTANCE OF 672.29 FEET; THENCE SOUTH 59°16'08" WEST 340.68 FEET; THENCE SOUTH 54°34'41" WEST 91.71 FEET; THENCE SOUTH 59°16'08" WEST 148.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,126,364 SQUARE FEET OR 94.73 ACRES.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 87°32'51" EAST 2633.98' BETWEEN THE SOUTH QUARTER CORNER OF SECTION 10 AND SOUTHEAST CORNER OF SECTION 10 TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN

SHEET INDEX		
#	SHEET	DESCRIPTION
1	C.1.1	COVER
2	C.2.1	EXISTING SLOPE ANALYSIS PER AUTOCAD
3	C.2.2	EXISTING SLOPE ANALYSIS PER CITY CODE
4	C.2.3	RIDGELINE SECTION SAMPLING
5	C.3.1	EARTHWORK ANALYSIS
6	C.4.1	OVERALL GRADING PLAN
7	C.4.2	GRADING PLAN I
8	C.4.3	GRADING PLAN II
9	C.4.4	GRADING PLAN III
10	C.4.5	GRADING PLAN IV
11	C.4.6	SITE SECTIONS I
12	C.4.7	SITE SECTIONS II
13	C.4.8	SITE SECTIONS III
14	C.4.9	SITE SECTIONS IV
15	C.5.1	EROSION CONTROL PLAN

PRELIMINARY PLAT SITE DATA	
SUNRIVER AT FIRELIGHT PH 8-16	
CURRENT ZONING:	R1-20 WITH MPDO
PROJECT AREA	94.73 (4,126,364 S.F.)
NO. OF LOTS & DENSITY	292 LOTS (3.08 D.U./ACRE)
GARAGE PARKING	N/A
DRIVEWAY PARKING	N/A
OFF-STREET PARKING	N/A
TOTAL PARKING	N/A

OWNER/APPLICANT
FIRELIGHT DEVELOPMENT, INC.
1404 WEST SUN RIVER PARKWAY, SUITE 200
ST GEORGE, UT 84790
CONTACT: STEPHEN WOOD
PHONE: (435) 673-4300
(208) 201-2460
EMAIL: stephen@fieldhousedevelopment.com

GEOTECH ENGINEER
APPLIED GEOTECHNICAL (AGEC)
1420 S. 270 E.
ST. GEORGE, UT 84790
CONTACT: WAYNE ROGERS
PHONE: (435) 673-6850
EMAIL: rogers@agecinc.com

CIVIL ENGINEER
AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W., SUITE #504
ST. GEORGE, UT 84770
CONTACT: TONY CARTER
PHONE: (262) 408-7596
EMAIL: tony@alcsg.com

SURVEYOR
AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W., SUITE #504
ST. GEORGE, UT 84770
CONTACT: ADAM ALLEN
PHONE: (435) 288-3330
EMAIL: adam@alcsg.com

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

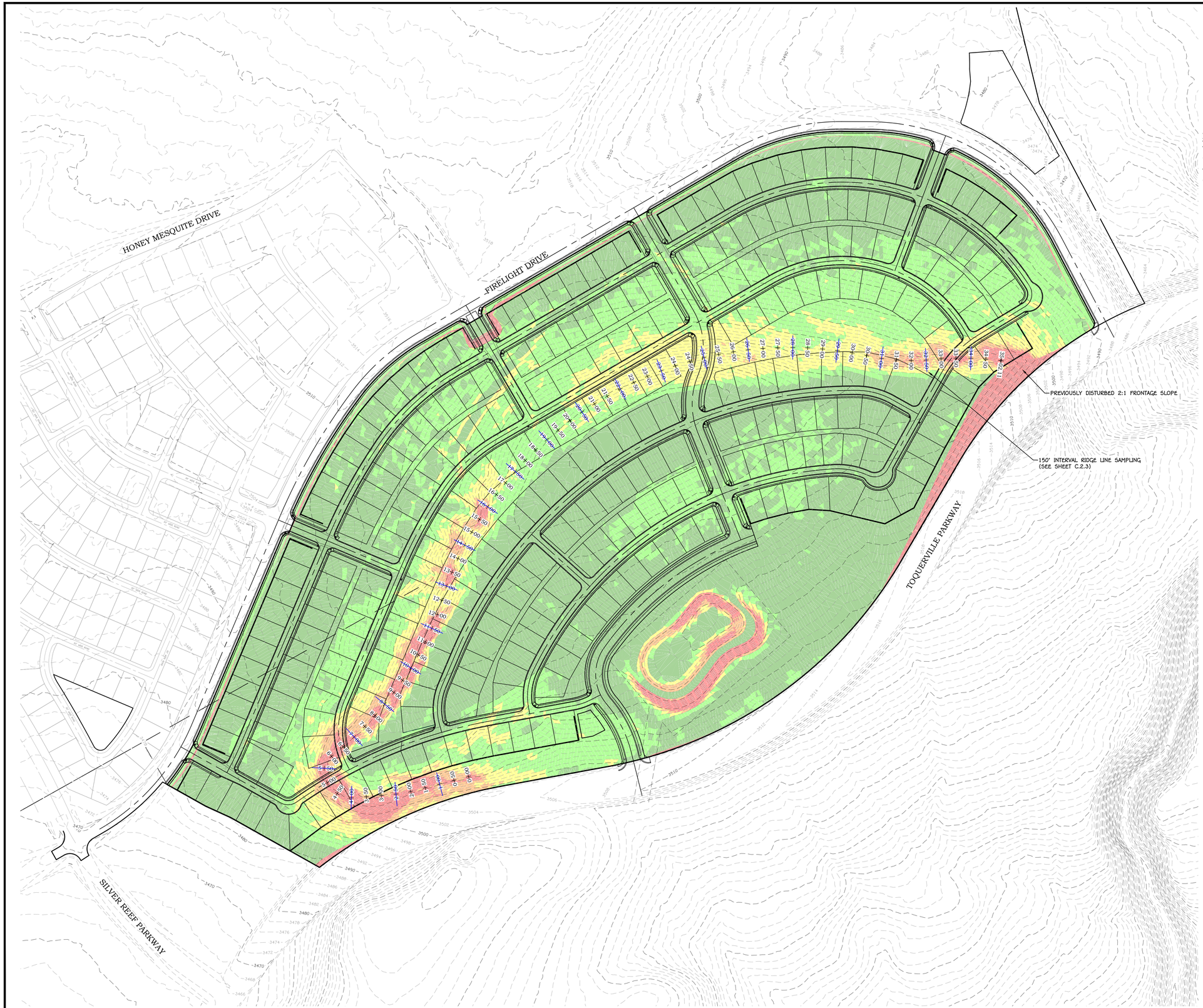
SUNRIVER AT FIRELIGHT PH 8-16
SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

COVER
HILLSIDE PERMIT PLANS

JOB #: 25-503-1
DRAWN BY: SA
CHECKED BY: TC
DATE: 3/16/2026

C.1.1

SHEET: 1 OF: 15



0 150' 300'

SCALE: 1" = 150'

LEGEND:

	DETAIL
PROPOSED PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED CENTERLINE ALIGNMENT	
EXISTING CENTERLINE ALIGNMENT	
SITE SECTION SAMPLE LINE	C.2.3
0.00% – 10.00% SLOPE	
10.00% – 16.00% SLOPE	
16.00% – 23.00% SLOPE	
23.00% – 30.00% SLOPE	
AREAS EXCEEDING 30% SLOPE	

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

EXISTING SLOPE ANALYSIS PER AUTOCAD

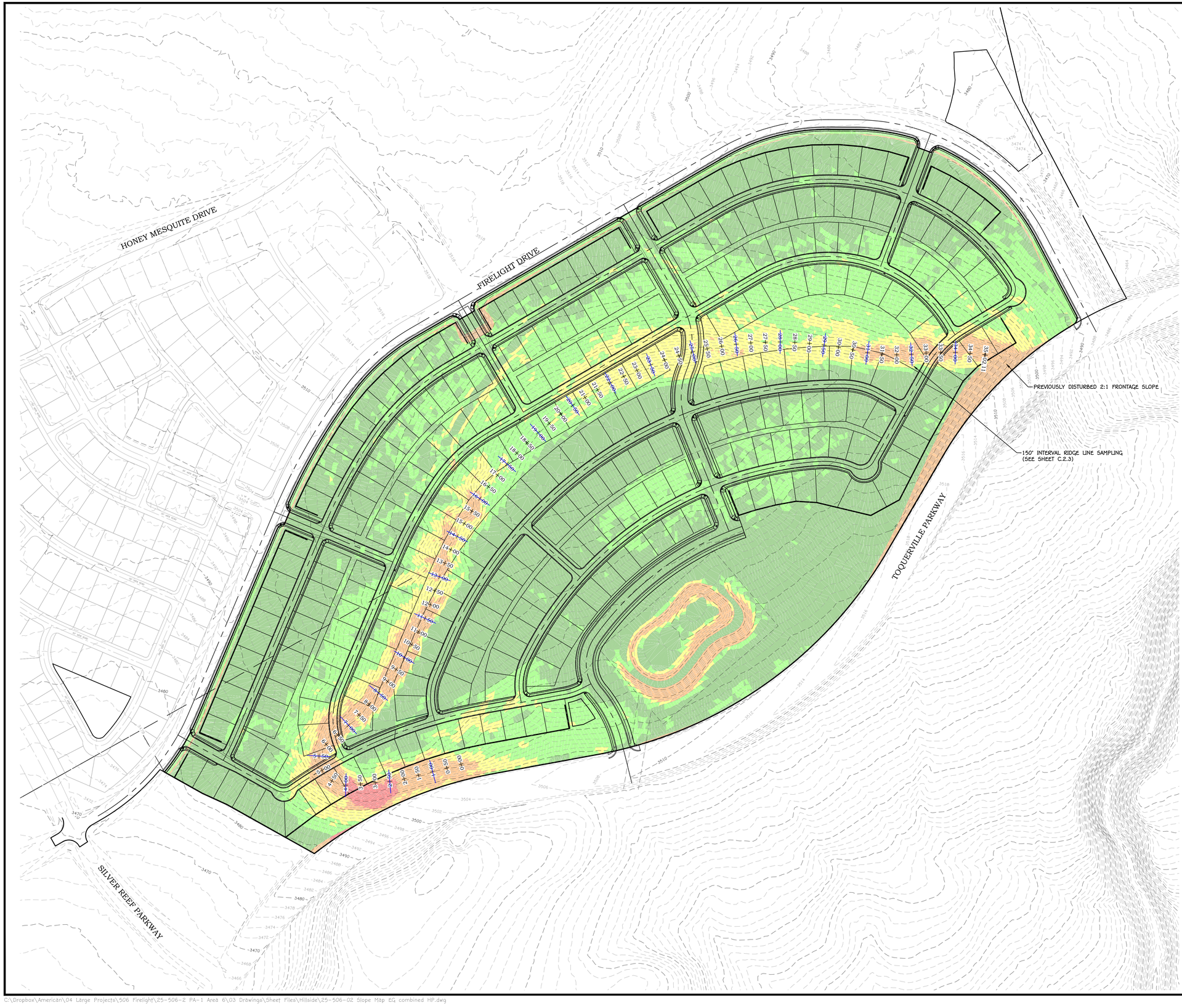
HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.2.1

SHEET: 2 OF: 15

C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Slope Map EQ combined HP.dwg



0 150' 300'

SCALE: 1" = 150'

LEGEND:

	DETAIL
PROPOSED PARCEL BOUNDARY	
EXISTING/ADJACENT PARCEL BOUNDARY	
PROPOSED CENTERLINE ALIGNMENT	
EXISTING CENTERLINE ALIGNMENT	
SITE SECTION SAMPLE LINE	C.2.3
0.00% – 10.00% SLOPE	
10.00% – 16.00% SLOPE	
16.00% – 23.00% SLOPE	
23.00% – 30.00% SLOPE	
AREAS EXCEEDING 30% SLOPE	

SLOPE TABLE

NUMBER	MIN SLOPE	MAX SLOPE	COLOR	ACRES	SITE PECENTAGE
1	0.00%	10.00%		51.16	54.01%
2	10.00%	16.00%		28.51	30.11%
3	16.00%	24.00%		8.82	9.32%
4	24.00%	30.00%		5.90	6.23%
5	30.00%	>30.00%		0.31	0.33%

HILLSIDE DENSITY CALCULATION

SLOPE CATEGORY	ALLOWED DENSITY	TOTAL ACRES	TOTAL ALLOWED UNITS
SLOPES 0%-10%	4.92 UNITS/AC PER MPDO FINAL SITE PLAN	51.16	251.71
SLOPES 10%-16%	2 UNITS/AC	28.51	57.02
SLOPES 17%-23%	1 UNIT/AC	8.82	8.82
SLOPES 24%-30%	1UNIT/5AC	5.90	1.18
SLOPES ABOVE-30%	NON-BUILDABLE	0.31	0
		TOTAL	318.73

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

EXISTING SLOPE ANALYSIS PER CITY CODE

HILLSIDE PERMIT PLANS

JOB # 25-503-1
DRAWN BY: SA
CHECKED BY: TC
DATE: 3/16/2026

C.2.2

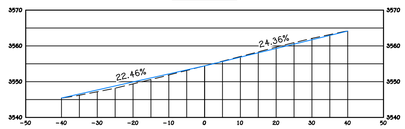
SHEET: 3 OF: 15

C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Slope Map EQ combined HP.dwg

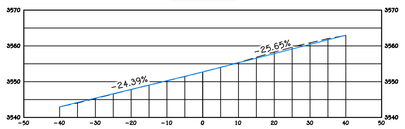
0 20' 40'

SCALE: 1" = 20'

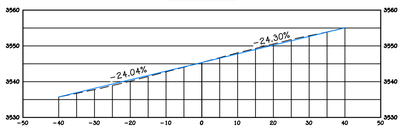
31+00.00



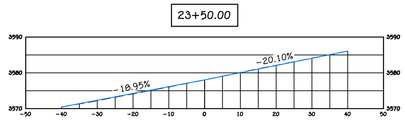
32+50.00



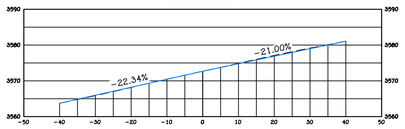
34+00.00



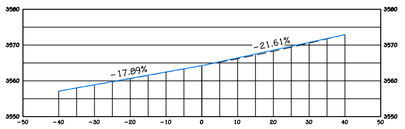
23+50.00



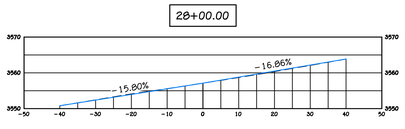
25+00.00



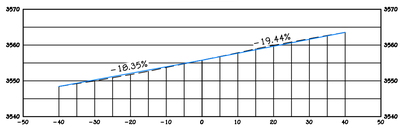
26+50.00



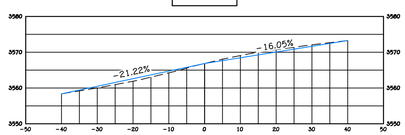
28+00.00



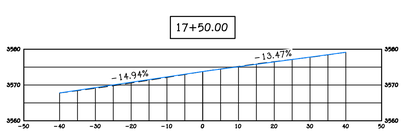
29+50.00



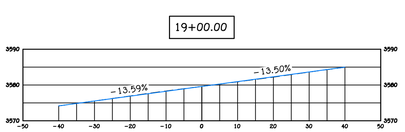
16+00.00



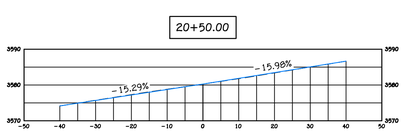
17+50.00



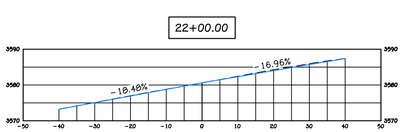
19+00.00



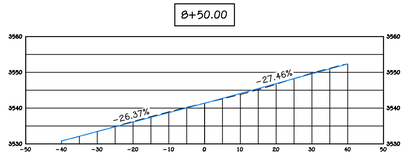
20+50.00



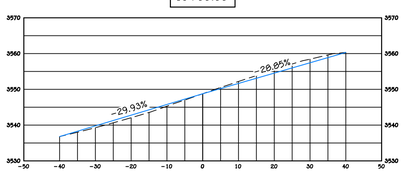
22+00.00



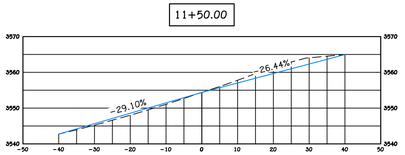
8+50.00



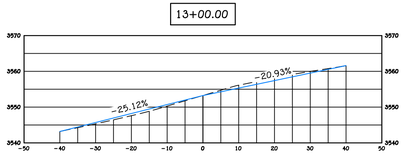
10+00.00



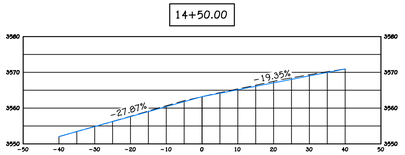
11+50.00



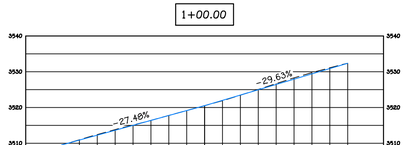
13+00.00



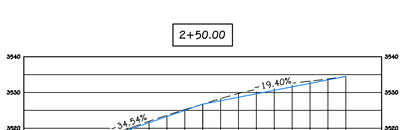
14+50.00



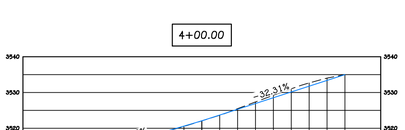
1+00.00



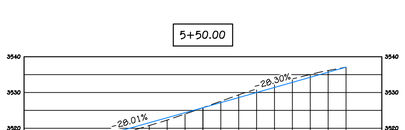
2+50.00



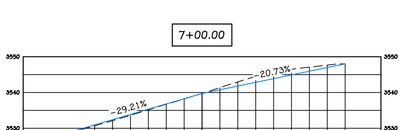
4+00.00



5+50.00



7+00.00



REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

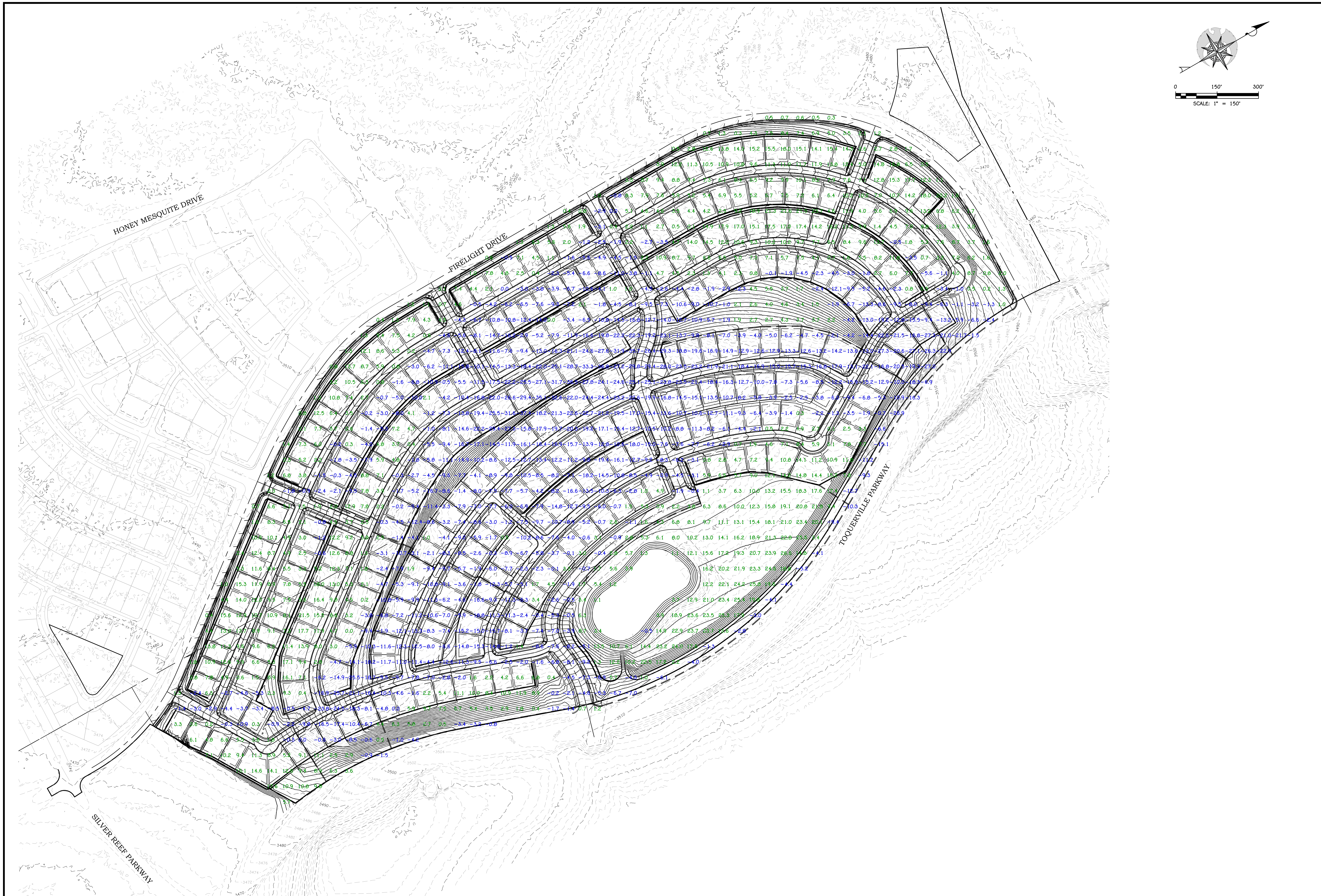
RIDGELINE SECTION SAMPLING

HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.2.3

SHEET: 4 OF: 15



CUT / FILL SUMMARY						
NAME	CUT FACTOR	FILL FACTOR	2D AREA (s.f.)	CUT (cu.yds.)	FILL (cu.yds.)	NET (cu.yds.)
FG vs EG	1.0	1.0	4,243,752	768,067	588,300	179,767.0

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY NOT FOR CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

EARTHWORK ANALYSIS

HILLSIDE PERMIT PLANS

JOB #: 25-503-1
DRAWN BY: SA
CHECKED BY: TC
DATE: 3/16/2026

C.3.1

SHEET: 4 OF: 14

C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Cut Fill HP.dwg

HONEY MESQUITE DRIVE

FIRELIGHT DRIVE

TOQUERVILLE PARKWAY

SILVER REEF PARKWAY

0 150' 300'

SCALE: 1" = 150'

Blue Stakes of UTAH811

Bluestakes.org

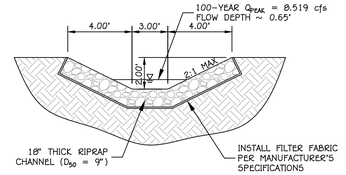
Call Before You Dig!

GRADING PLAN NOTES:

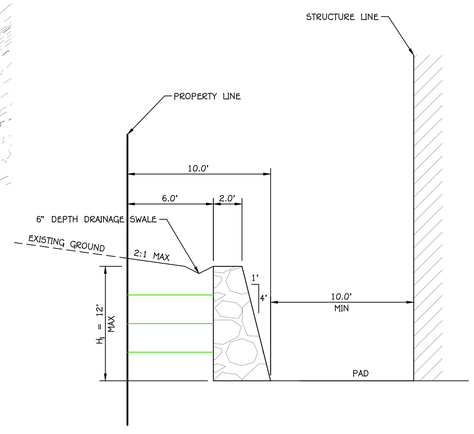
1. THE CONTRACTOR SHALL PROVIDE APPROPRIATE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE APPROPRIATE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS, AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
2. ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS ALONG WITH APPENDIX J STANDARDS OF THE INTERNATIONAL BUILDING CODE 2018 EDITION OR NEWER AS ADOPTED BY THE STATE OF UTAH AND CITY.
3. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE PLANS AND GEOTECHNICAL REPORT AND/OR GEOTECHNICAL FIELD OBSERVATIONS.
4. GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFRIM THAT WORK HAS BEEN PERFORMED IN CONFORMANCE WITH GEOTECHNICAL RECOMMENDATIONS.
5. RETAINING WALLS GREATER THAN 3' IN HEIGHT REQUIRE A PERMIT FROM THE CITY BUILDING DEPARTMENT. ALL ROCK RETAINING WALLS MUST BE CERTIFIED AND INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO THE CITY'S FINAL ACCEPTANCE.
6. IT IS THE PROPERTY OWNER'S RESPONSIBILITY (DEVELOPER, HOMEOWNER, HOA, ETC.) TO COMPLETE AND MAINTAIN THE FINAL GRADING ON THEIR PROPESTY IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN ALONG WITH ALL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER. THE PROPERTY OWNER IS RESPONSIBLE IN PERPETUITY, FOR INSPECTING AND MAINTAINING PROPER DRAINAGE FOR THEIR PROPERTY.

GRADING PLAN LEGEND:

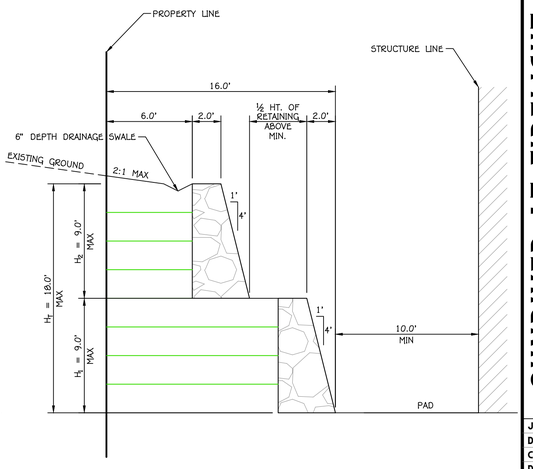
- GRADING LIMITS OF DISTURBANCE
- 2730 EXISTING GROUND MAJOR CONTOUR
- 3732 EXISTING GROUND MINOR CONTOUR
- 2730 FINISH GROUND MAJOR CONTOUR
- 2732 FINISH GROUND MINOR CONTOUR
- SURFACE FLOW DIRECTION
- 560.8 PROPOSED PAD ELEVATION



A — DRAINAGE CHANNEL
SCALE: N.T.S.



B — TIER ROCK RETAINING WALL
SCALE: NTS



C — 2 TIER ROCK RETAINING WALL
SCALE: NTS

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

OVERALL GRADING PLAN

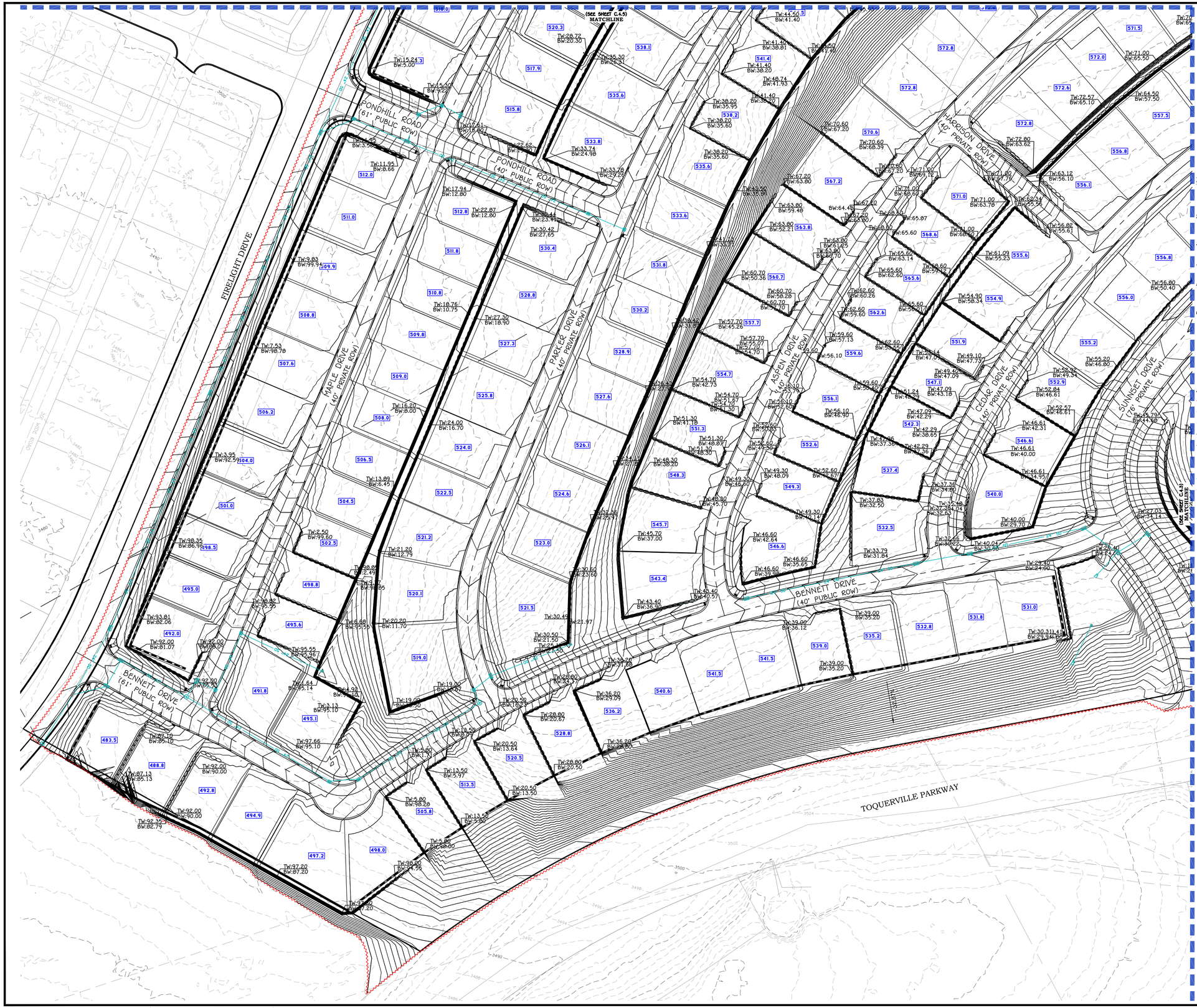
HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.4.1

SHEET: 6 OF: 15

C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Plan HP.dwg



0 150' 300'

SCALE: 1" = 150'

Blue Stakes of UTAH811
Bluestakes.org
Call Before You Dig!

GRADING PLAN NOTES:

1. THE CONTRACTOR SHALL PROVIDE APPROPRIATE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE APPROPRIATE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS, AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
2. ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS ALONG WITH APPENDIX J STANDARDS OF THE INTERNATIONAL BUILDING CODE 2018 EDITION OR NEWER AS ADOPTED BY THE STATE OF UTAH AND CITY.
3. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE PLANS AND GEOTECHNICAL REPORT AND/OR GEOTECHNICAL FIELD OBSERVATIONS.
4. GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFIRM THAT WORK HAS BEEN PERFORMED IN CONFORMANCE WITH GEOTECHNICAL RECOMMENDATIONS.
5. RETAINING WALLS GREATER THAN 3' IN HEIGHT REQUIRE A PERMIT FROM THE CITY BUILDING DEPARTMENT. ALL ROCK RETAINING WALLS MUST BE CERTIFIED AND INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO THE CITY'S FINAL ACCEPTANCE.
6. IT IS THE PROPERTY OWNER'S RESPONSIBILITY (DEVELOPER, HOMEOWNER, HOA, ETC.) TO COMPLETE AND MAINTAIN THE FINAL GRADING ON THEIR PROPESTY IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN ALONG WITH ALL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER. THE PROPERTY OWNER IS RESPONSIBLE IN PERPETUITY, FOR INSPECTING AND MAINTAINING PROPER DRAINAGE FOR THEIR PROPERTY.

GRADING PLAN LEGEND:

- GRADING LIMITS OF DISTURBANCE
- 2730 EXISTING GROUND MAJOR CONTOUR
- 2732 EXISTING GROUND MINOR CONTOUR
- 2730 FINISH GROUND MAJOR CONTOUR
- 2732 FINISH GROUND MINOR CONTOUR
- SURFACE FLOW DIRECTION
- 560.8 PROPOSED PAD ELEVATION
- 50 PROPOSED SD PIPE (SIZE PER PLAN)
- 50 EXISTING SD PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- STANDARD MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX

NO.	DATE	DESCRIPTION
		REVISIONS

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504
ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

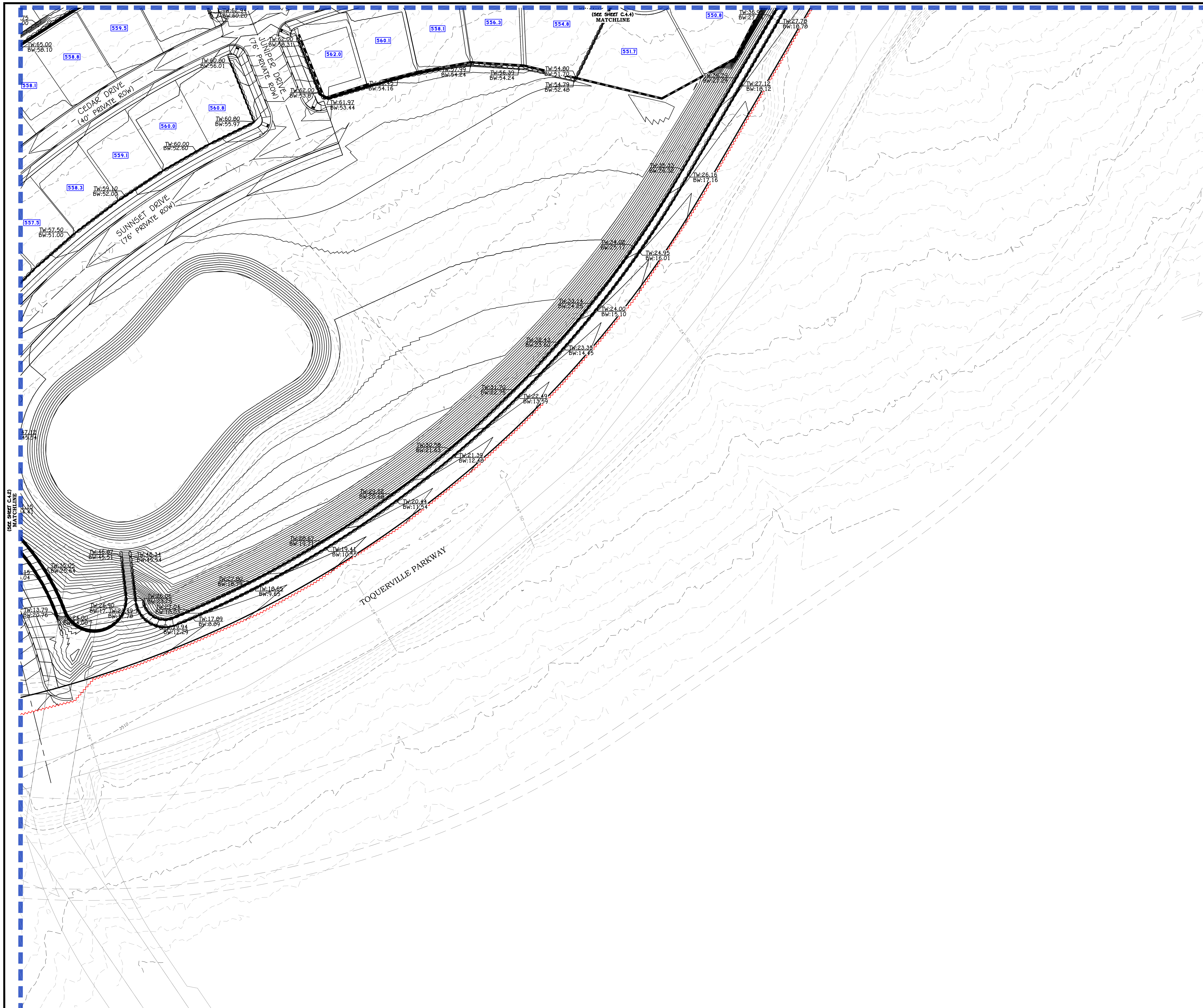
GRADING PLAN I

HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.4.2

SHEET: 7 OF: 15



Blue Stakes of UTAH811
Bluestakes.org
Call Before You Dig!

0 60' 120'
SCALE: 1" = 60'

GRADING PLAN NOTES:

1. THE CONTRACTOR SHALL PROVIDE APPROPRIATE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE APPROPRIATE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS, AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
2. ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS ALONG WITH APPENDIX J STANDARDS OF THE INTERNATIONAL BUILDING CODE 2018 EDITION OR NEWER AS ADOPTED BY THE STATE OF UTAH AND CITY.
3. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE PLANS AND GEOTECHNICAL REPORT AND/OR GEOTECHNICAL FIELD OBSERVATIONS.
4. GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFRIM THAT WORK HAS BEEN PERFORMED IN CONFORMANCE WITH GEOTECHNICAL RECOMMENDATIONS.
5. RETAINING WALLS GREATER THAN 3' IN HEIGHT REQUIRE A PERMIT FROM THE CITY BUILDING DEPARTMENT. ALL ROCK RETAINING WALLS MUST BE CERTIFIED AND INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO THE CITY'S FINAL ACCEPTANCE.
6. IT IS THE PROPERTY OWNER'S RESPONSIBILITY (DEVELOPER, HOMEOWNER, HOA, ETC.) TO COMPLETE AND MAINTAIN THE FINAL GRADING ON THEIR PROPERTY IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN ALONG WITH ALL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER. THE PROPERTY OWNER IS RESPONSIBLE IN PERPETUITY, FOR INSPECTING AND MAINTAINING PROPER DRAINAGE FOR THEIR PROPERTY.

GRADING PLAN LEGEND:

- GRADING LIMITS OF DISTURBANCE
- 2730 EXISTING GROUND MAJOR CONTOUR
- 2732 EXISTING GROUND MINOR CONTOUR
- 2730 FINISH GROUND MAJOR CONTOUR
- 2732 FINISH GROUND MINOR CONTOUR
- SURFACE FLOW DIRECTION
- 560.8 PROPOSED PAD ELEVATION
- SD PROPOSED SD PIPE (SIZE PER PLAN)
- SD EXISTING SD PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- STANDARD MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX

NO.	DATE	DESCRIPTION

REVISIONS

PRELIMINARY NOT FOR CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16
SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

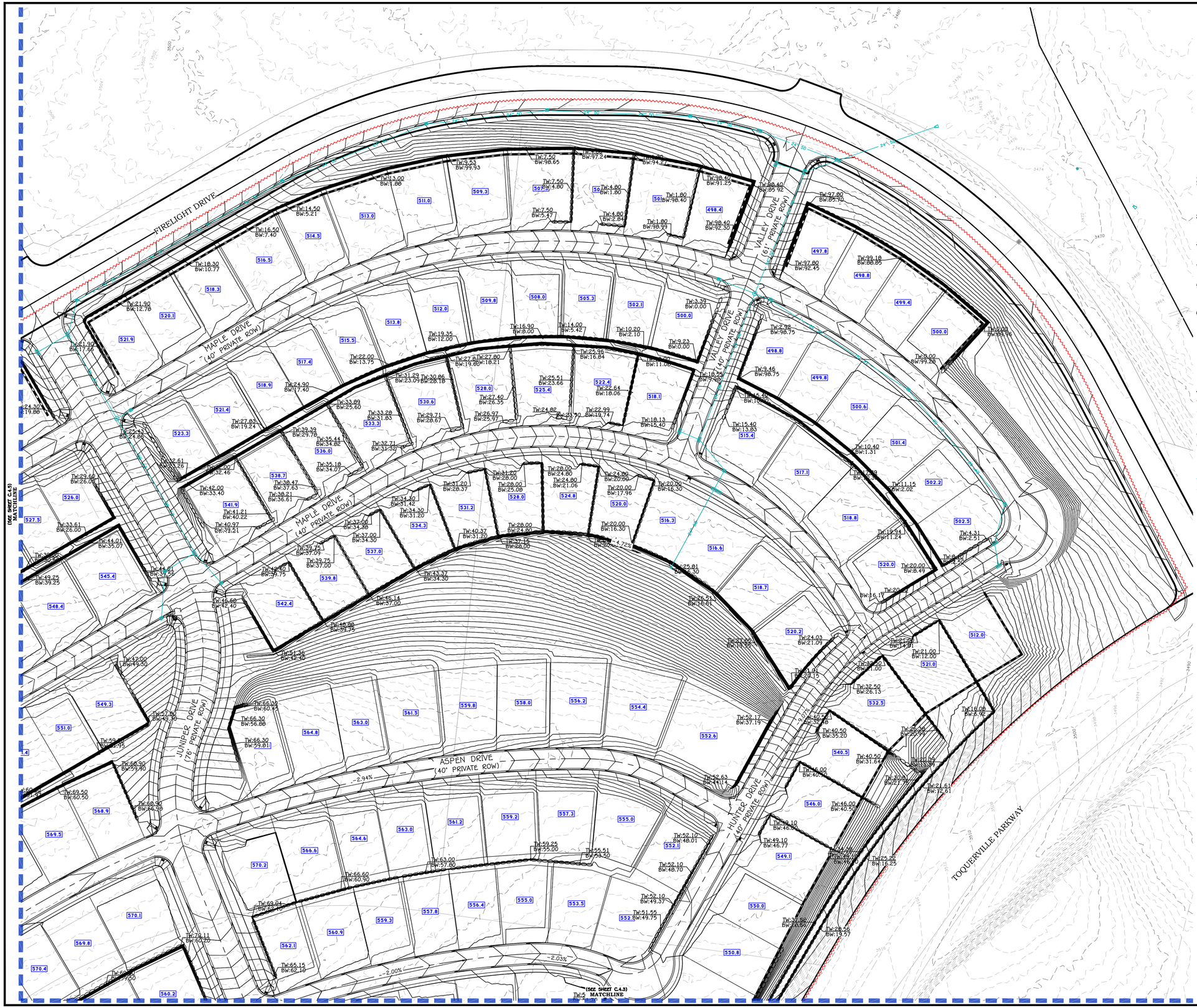
GRADING PLAN II
HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.4.3

SHEET: 8 OF: 15

C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Plan HP.dwg



0 60' 120'

SCALE: 1" = 60'

Blue Stakes of UTAH811
Bluestakes.org
Call Before You Dig!

GRADING PLAN NOTES:

1. THE CONTRACTOR SHALL PROVIDE APPROPRIATE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE APPROPRIATE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS, AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
2. ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS ALONG WITH APPENDIX J STANDARDS OF THE INTERNATIONAL BUILDING CODE 2018 EDITION OR NEWER AS ADOPTED BY THE STATE OF UTAH AND CITY.
3. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE PLANS AND GEOTECHNICAL REPORT AND/OR GEOTECHNICAL FIELD OBSERVATIONS.
4. GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFRIM THAT WORK HAS BEEN PERFORMED IN CONFORMANCE WITH GEOTECHNICAL RECOMMENDATIONS.
5. RETAINING WALLS GREATER THAN 3' IN HEIGHT REQUIRE A PERMIT FROM THE CITY BUILDING DEPARTMENT. ALL ROCK RETAINING WALLS MUST BE CERTIFIED AND INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO THE CITY'S FINAL ACCEPTANCE.
6. IT IS THE PROPERTY OWNER'S RESPONSIBILITY (DEVELOPER, HOMEOWNER, HOA, ETC.) TO COMPLETE AND MAINTAIN THE FINAL GRADING ON THEIR PROPESTY IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN ALONG WITH ALL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER. THE PROPERTY OWNER IS RESPONSIBLE IN PERPETUITY, FOR INSPECTING AND MAINTAINING PROPER DRAINAGE FOR THEIR PROPERTY.

GRADING PLAN LEGEND:

- GRADING LIMITS OF DISTURBANCE
- 2730 EXISTING GROUND MAJOR CONTOUR
- 3732 EXISTING GROUND MINOR CONTOUR
- 2730 FINISH GROUND MAJOR CONTOUR
- 2732 FINISH GROUND MINOR CONTOUR
- SURFACE FLOW DIRECTION
- 560.8 PROPOSED PAD ELEVATION
- 50 PROPOSED SD PIPE (SIZE PER PLAN)
- 50 EXISTING SD PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- 50 STANDARD MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX

NO.	DATE	DESCRIPTION
		REVISIONS

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16
SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

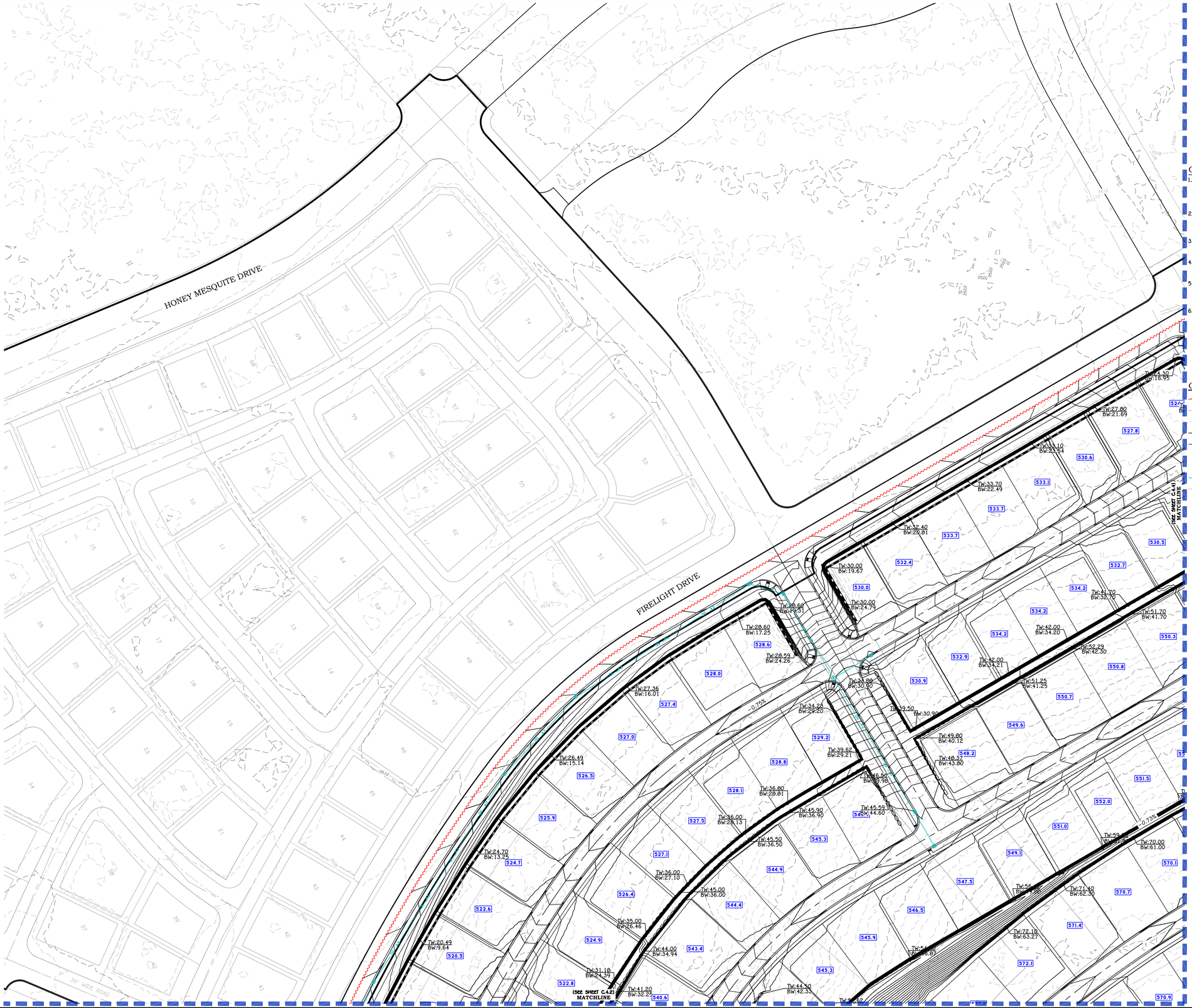
GRADING PLAN III
HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.4.4

SHEET: 9 OF: 15

C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Plan HP.dwg



Blue Stakes of UTAH811
Bluestakes.org
Call Before You Dig!

GRADING PLAN NOTES:

1. THE CONTRACTOR SHALL PROVIDE APPROPRIATE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE APPROPRIATE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS, AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
2. ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS ALONG WITH APPENDIX J STANDARDS OF THE INTERNATIONAL BUILDING CODE 2018 EDITION OR NEWER AS ADOPTED BY THE STATE OF UTAH AND CITY.
3. CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY IF THERE ARE ANY CONFLICTS BETWEEN THE REQUIREMENTS OF THE PLANS AND GEOTECHNICAL REPORT AND/OR GEOTECHNICAL FIELD OBSERVATIONS.
4. GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFRIM THAT WORK HAS BEEN PERFORMED IN CONFORMANCE WITH GEOTECHNICAL RECOMMENDATIONS.
5. RETAINING WALLS GREATER THAN 3' IN HEIGHT REQUIRE A PERMIT FROM THE CITY BUILDING DEPARTMENT. ALL ROCK RETAINING WALLS MUST BE CERTIFIED AND INSPECTED BY THE GEOTECHNICAL ENGINEER PRIOR TO THE CITY'S FINAL ACCEPTANCE.
6. IT IS THE PROPERTY OWNER'S RESPONSIBILITY (DEVELOPER, HOMEOWNER, HOA, ETC.) TO COMPLETE AND MAINTAIN THE FINAL GRADING ON THEIR PROPESTY IN ACCORDANCE WITH THE GRADING AND DRAINAGE PLAN ALONG WITH ALL RECOMMENDATIONS FROM THE GEOTECHNICAL ENGINEER. THE PROPERTY OWNER IS RESPONSIBLE IN PERPETUITY, FOR INSPECTING AND MAINTAINING PROPER DRAINAGE FOR THEIR PROPERTY.

GRADING PLAN LEGEND:

- GRADING LIMITS OF DISTURBANCE
- 2730 EXISTING GROUND MAJOR CONTOUR
- 2732 EXISTING GROUND MINOR CONTOUR
- 2730 FINISH GROUND MAJOR CONTOUR
- 2732 FINISH GROUND MINOR CONTOUR
- SURFACE FLOW DIRECTION
- 560.8 PROPOSED PAD ELEVATION
- 50 PROPOSED SD PIPE (SIZE PER PLAN)
- 50 EXISTING SD PIPE (SIZE PER PLAN)
- CURB INLET SINGLE CATCH BASIN
- STANDARD MANHOLE
- FLARED END SECTION
- GRATE INLET AREA DRAIN BOX

NO.	DATE	DESCRIPTION
		REVISIONS

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16
SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

GRADING PLAN IV
HILLSIDE PERMIT PLANS

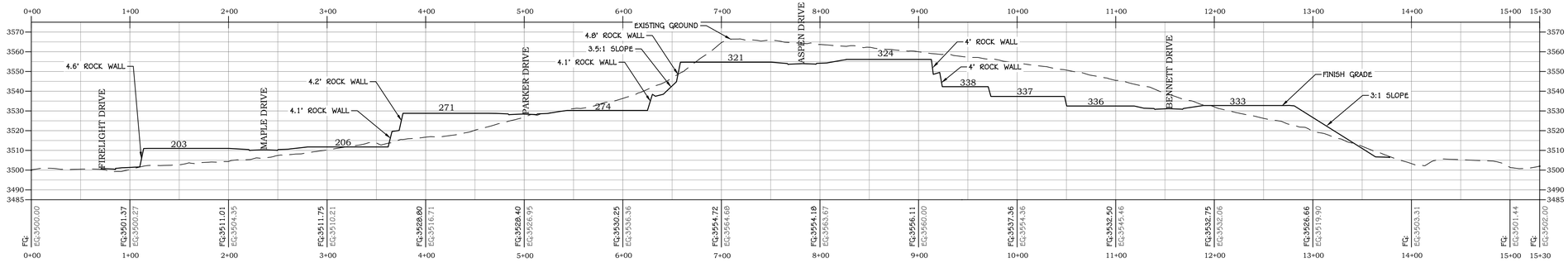
JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.4.5

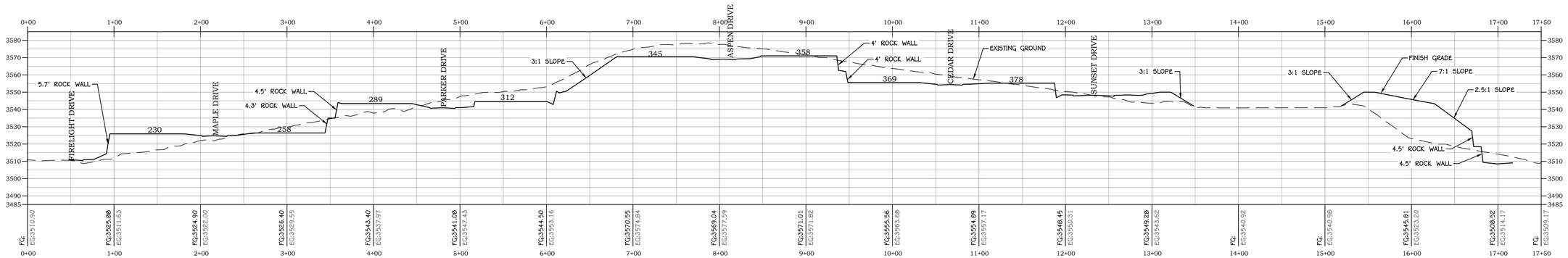
SHEET: 10 OF: 15

0 60' 120'

SCALE: 1" = 60'



SECTION "A"



SECTION "B"

NO.	DATE	REVISIONS

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

SITE SECTIONS I

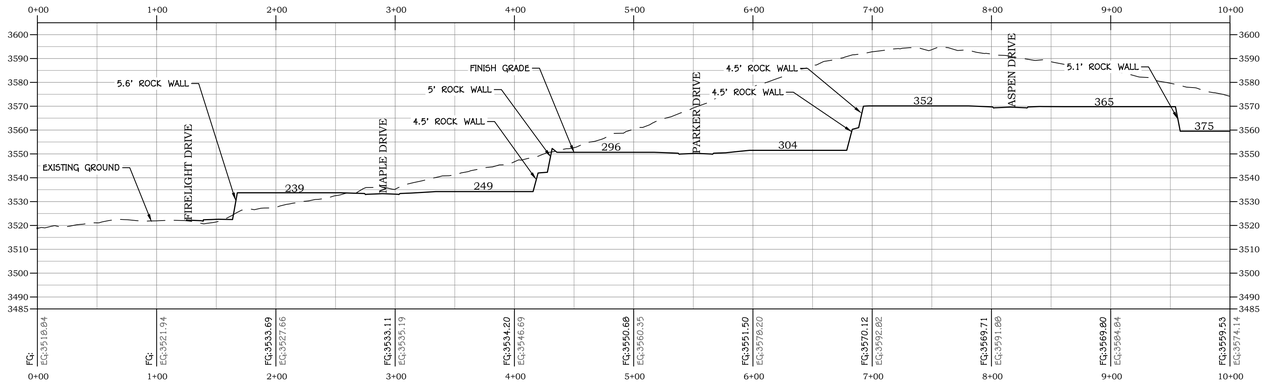
HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

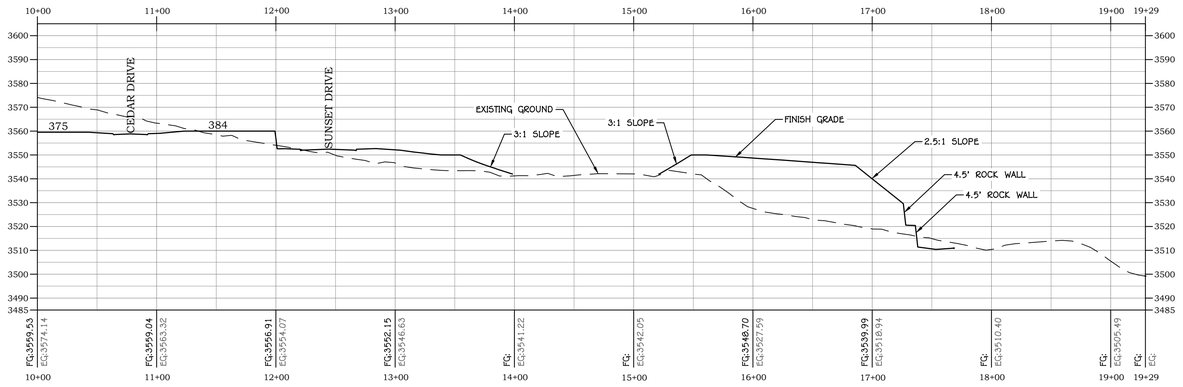
C.4.6

SHEET: 11 OF: 15

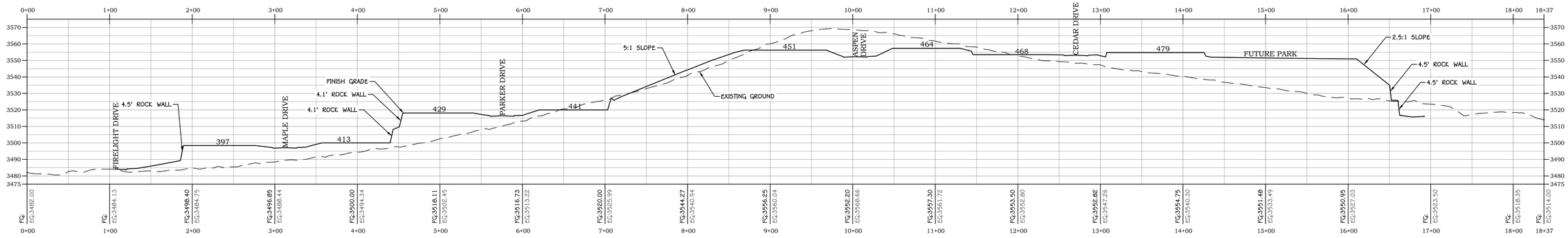
C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Plan HP.dwg



SECTION "C"



SECTION "C"



SECTION "D"

0 60' 120'

SCALE: 1" = 60'

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

SITE SECTIONS II

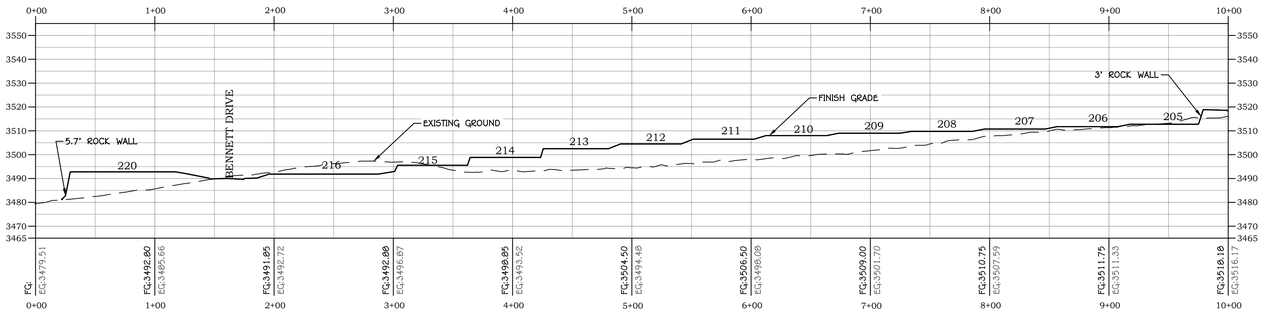
HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

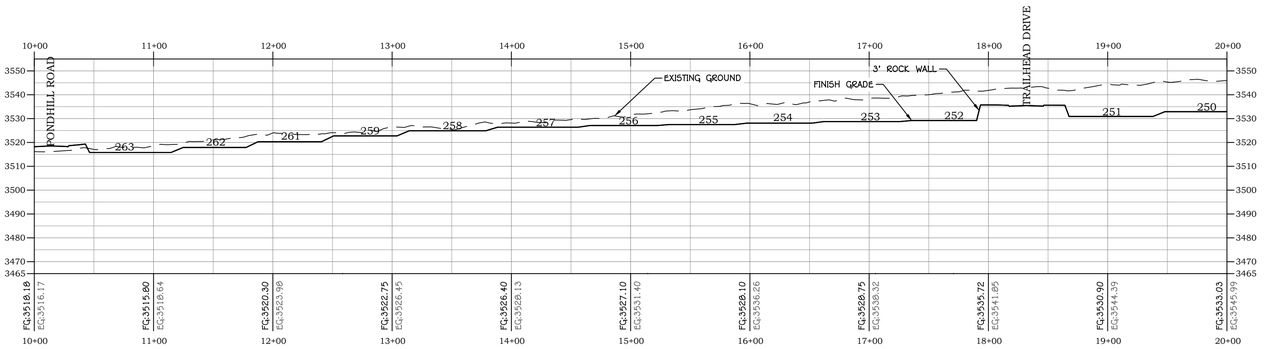
C.4.7

SHEET: 12 OF: 15

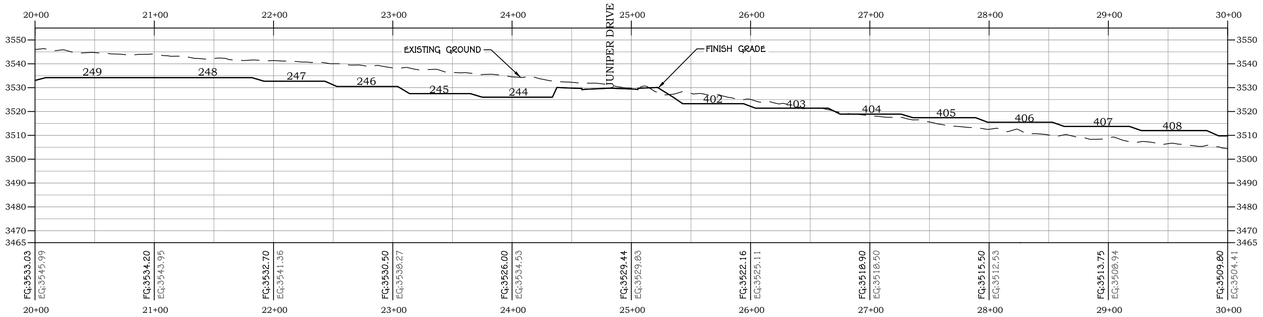
C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Plan HP.dwg



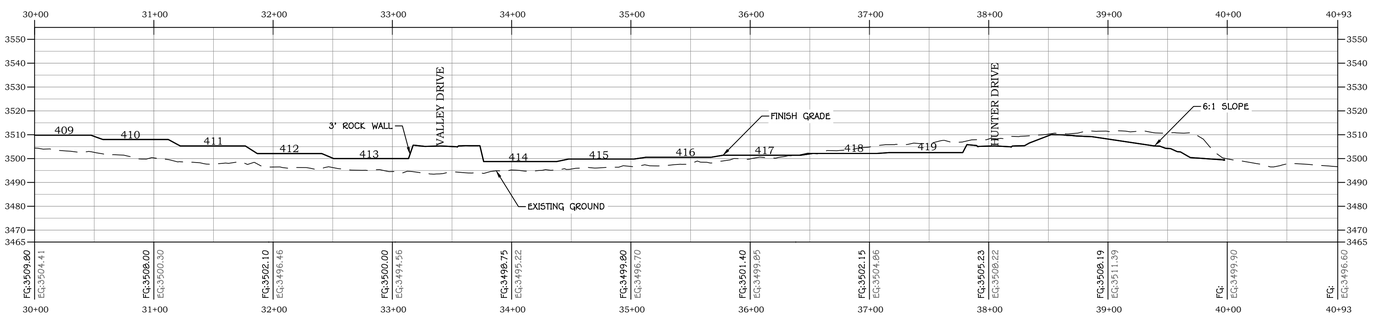
SECTION "E"



SECTION "E"



SECTION "E"



SECTION "E"

0 60' 120'
SCALE: 1" = 60'

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16
SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

SITE SECTIONS III
HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

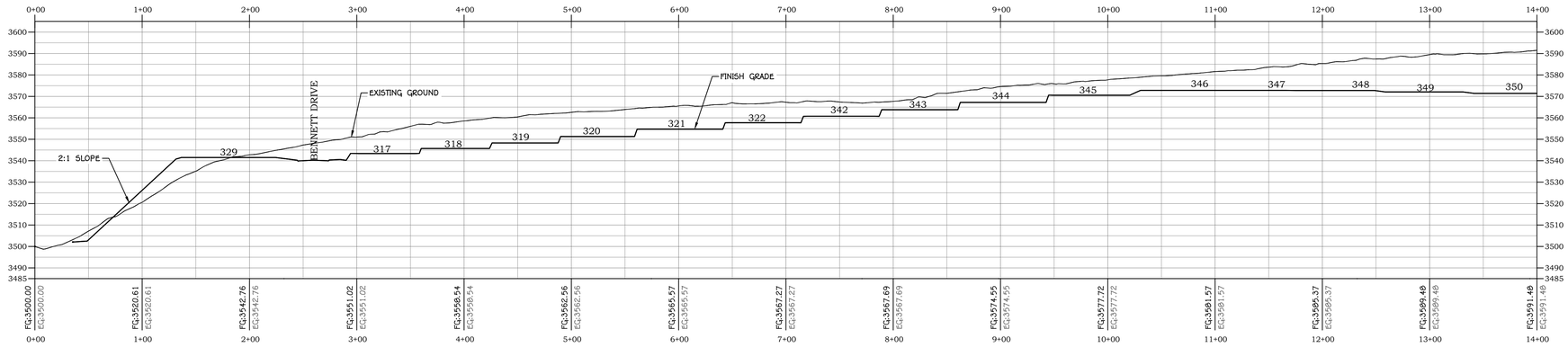
C.4.8

SHEET: 13 OF: 15

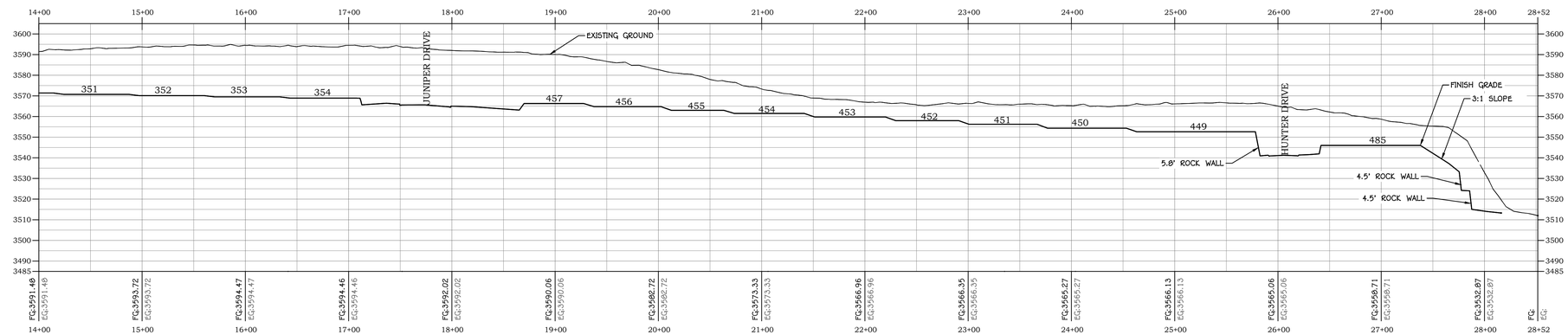
C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Plan HP.dwg

0 60' 120'

SCALE: 1" = 60'



SECTION "F"



SECTION "F"

REVISIONS		
NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN
CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

SITE SECTIONS IV

HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.4.9

SHEET: 14 OF: 15

C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Plan HP.dwg

0 150' 300'

SCALE: 1" = 150'

Blue Stakes of UTAH811
Bluestakes.org
Call Before You Dig!

GRADING PLAN NOTES:

1. ALL BMPS, INCLUDING SEEDING AND MULCHING OF DISTURBED AREAS, MUST BE COMPLETED PRIOR TO ANY CURB AND GUTTER.
2. SEE CONSTRUCTION PLANS FOR DETAILS OF PERMANENT DRAINAGE FACILITIES SUCH AS DETENTION FACILITIES, CULVERTS, STORM DRAINS, AND INLET AND OUTLET PROTECTION.

BMP KEYNOTES:

		CONTROL TYPE
CW	CONCRETE WASHOUT	CONSTRUCTION
ED	EARTH DIKE/DRAINAGE SWALE	CONSTRUCTION
SR	SURFACE ROUGHING	CONSTRUCTION
GM	GEOTEXTILES AND MATS	EROSION
SF	SILT FENCE	SEDIMENT
SCE	STABILIZED CONSTRUCTION ENTRANCE	SEDIMENT
SCS	STABILIZED CONSTRUCTION STAGING AREA	SEDIMENT
SDP	STORM DRAIN INLET PROTECTION	SEDIMENT
TB	TRASH BIN	CONSTRUCTION
WE	WIND EROSION CONTROL	EROSION

GRADING PLAN LEGEND:

- GRADING LIMITS OF DISTURBANCE
- 2735 EXISTING GROUND MAJOR CONTOUR
- 3731 EXISTING GROUND MINOR CONTOUR
- 2735 FINISH GROUND MAJOR CONTOUR
- 2731 FINISH GROUND MINOR CONTOUR
- SURFACE FLOW DIRECTION
- EARTH DIKE
- INLET PROTECTION BMP

REVISIONS

NO.	DATE	DESCRIPTION

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN CONSULTING & ENGINEERING
1173 S. 250 W. #504 ST. GEORGE, UT 84770

SUNRIVER AT FIRELIGHT PH 8-16

SECTION 10, T41S, R13W, SLB&M
TOQUERVILLE, UTAH

EROSION CONTROL PLAN

HILLSIDE PERMIT PLANS

JOB #	25-503-1
DRAWN BY:	SA
CHECKED BY:	TC
DATE:	3/16/2026

C.5.1

SHEET: 15 OF: 15

C:\Dropbox\American\04 Large Projects\506 Firelight\25-506-2 PA-1 Area 6\03 Drawings\Sheet Files\Hillside\25-506-02 Grading Plan HP.dwg

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 04.08.2026 **Department:** Planning & Zoning/Legal

Item Title:
Discussion and possible recommendation on a Pre-Annexation and Development Agreement between Toquerville City and Solara Communities, LLC for Tax ID: 3151-A-1-HV, a 200-acre property currently located in unincorporated Washington County, Utah, proposed for residential and commercial development.

Presented By: Ben Billingsley & Kayla Gothard

Attachments:

- Pre-Annexation Agreement
- Development Agreement
- Draft Landscape Plan
- Draft Open Space Map

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of the Pre-Annexation Agreement/Development Agreement for the Solara Project.

Background:

The City is being asked to consider a pre-annexation and development agreement for the Solara project, a proposed residential development on approximately 200 acres within the City's annexation boundaries. This development is located south of the new Boulder Ridge Subdivision, on the west side of I-15. The property is currently part of Washington County and holds County entitlements for the project. The developer is pursuing annexation as requested by the WCWCD prior to fully realizing those entitlements.

This agreement does not approve annexation itself. If the agreement is approved, a separate annexation petition would still need to be filed and approved. The agreement is a commitment that if annexation is approved, the project would be developed according to the terms in the agreement, including density, open space, infrastructure, and amenities. This is a unique opportunity for the City to decide if we want to have input and control over certain aspects of development on this land, which is right outside the City boundary.

Utah Code § 10-20-508 allows cities to enter into development agreements for specific purposes, including annexation. The City can include terms in the agreement that it believes are needed to carry out its land use goals. A development agreement cannot allow any use or development that the City's existing zoning or land use rules would normally prohibit unless it is approved through the same process as a standard zoning change, including Planning

Commission review, public hearing, and City Council approval. As a part of that process, Planning Commission should review the proposal using the standards for a zone change.

Standards for Review:
Per Toquerville City Code §10-8-3, the Planning Commission must find that the proposed zone change meets the following standards:

1. Addresses a recognized and demonstrated need in the community.
2. Is compatible with the character of the neighborhood and surrounding structures in use, scale, mass, and circulation.
3. Will not result in over-intensive land use or excessive depletion of natural resources.
4. Will not have a material adverse effect on community capital improvement programs.
5. Will not require a greater level of community facilities and services than currently available.
6. Will not cause undue traffic congestion or hazards.
7. Will not cause significant air, odor, water, light, or noise pollution.
8. Will not otherwise be detrimental to the health, safety, or welfare of the community.
9. Meets the requirements of the General Plan.

The Solara Development Agreement lays out several key features:

- **Density:** Up to 1,500 units (single-family, townhomes, and multifamily), roughly 7.5 units per acre. This is higher than what the MPDO allows but below the City's maximum for multifamily, which is 10 units per acre.
- **Open Space:** 10–12% of the property, including parks, trails, and recreational areas. A draft landscape and open space plan is included in the packet to show ideas for what could be offered. These plans are conceptual and not final; the 10–12% minimum/maximum remains the standard.
- **Phasing & Planning Areas:** The development will be divided into Planning Areas and multiple phases. This allows the developer to sell parcels to secondary developers while maintaining consistent development standards across the project (similar to Firelight).
- **Infrastructure & Public Improvements:** The developer is responsible for on- and off-site improvements, including streets, utilities, and trails.
- **Short-Term Rentals:** Up to 200 units allowed, managed by a professional operator, in compliance with City ordinances.

Also included in the packet is the fiscal impact study for your review. Please fee free to ask questions or request clarification on the results during the meeting.

WHEN RECORDED RETURN TO:
Toquerville City
Attn: City Recorder
212 N Toquer Blvd.
Toquerville, UT 84532

Record Against the Real Property
Described in **Exhibit A**

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT ("Agreement") is entered into as of this _____ day of _____, 2026, by and between SOLARA COMMUNITIES, LLC, a Utah limited liability company ("Owner") on the one hand, and TOQUERVILLE CITY, a Utah municipal corporation, on the other hand (the "City"). Owner and the City are hereinafter sometimes referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

A. Developer intends to commence certain commercial and residential development on the real property described more particularly on **Exhibit A** hereto (the "Property").

B. The Property is approximately 200 acres in size. Owner intends to develop the Property to include both commercial and residential development, including up to 1,500 residential units, including single-family residential dwellings, townhomes, and multi-family units, as well as commercial space, as more fully reflected in the plan attached hereto as **Exhibit B** (the "Overall Plan").

C. The Property is currently located in unincorporated Washington County, Utah, but Owner intends to seek annexation into the City.

D. Pursuant to Utah Code § 10-20-508, "…a municipality may enter into a development agreement containing any term that the municipality considers necessary or appropriate to accomplish the purposes of this chapter, including a term relating to… (c) an annexation…"

E. The Parties understand and acknowledge that this Agreement is a "development agreement" as contemplated by Utah Code § 10-20-102(18).

F. The Parties enter into this Agreement to provide the terms for potential annexation and development of the Property.

G. This Agreement is also intended to provide a clear understanding of the legal requirements and procedure that govern the annexation of the Property, including but not

limited to Title 10, Chapter 4 of the Toquerville Municipal Code ("City Code"), Utah Code § 10-2-801 et seq., and Utah Code 10-20-101 et seq. ("LUDMA").

H. Toquerville City Council ("City Council"), acting pursuant to its authority under LUDMA and Utah Code § 10-2-80 *et seq.*, has made certain determinations with respect to the Property, and in the exercise of its legislative discretion, has voted to approve this 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 Parties hereby agree as follows:

AGREEMENT

1. **Incorporation of Recitals and Exhibits.** The Recitals and exhibits are hereby incorporated by reference as part of this Agreement.

2. **Annexation to the City.** Utah law encourages development to take place within the boundaries of cities and towns where land is within a city's expansion area, as defined in Utah Code § 10-2-801. The Property is within expansion area identified in the City's 2024 Annexation Policy Plan. *See* **Exhibit C**.

3. **Petition.** Owner shall follow all applicable laws, regulations, and ordinances, including but not limited to, Utah Code § 10-2-401, et seq., LUDMA, and the City Code, including without limitation, § 10-4-1 et seq. (collectively, the "Annexation Process") in seeking annexation of the Property. Upon receipt of a complete petition that complies with all applicable legal requirements (the "Petition"), the City shall complete its review process in accordance with the Annexation Process and this Agreement.

4. **City Review of Petition; No Duty to Approve.** The City shall process, consider, and act upon the Petition in accordance with the Annexation Process. Nothing in this Agreement shall be construed to require the City to approve the Petition, to take action within any particular time period, or to refrain from continuing the matter, and City Council retains sole and absolute legislative discretion to approve, conditionally approve, or deny the Petition as permitted by law. Owner acknowledges that the time required to process and consider the Petition may be affected by, among other things, the completeness or accuracy of the Petition materials, the need for additional information or revisions, City staffing and scheduling constraints, coordination with third parties, statutory notice and hearing requirements, boundary adjustments, public comment, the filing or resolution of any protest, and any other circumstances permitted by law. Owner shall cooperate in good faith and provide all information, documents, corrections, fees, and revisions reasonably requested by the City to facilitate the City's review.

5. **Fiscal Impact Analysis.** Concurrent with the City's consideration of the Petition, Owner shall, at Owner's sole cost and expense, prepare and submit to the City a fiscal impact analysis report ("FIA") in a form and substance acceptable to the City. At a minimum, the

FIA shall address the purpose, scope, methodology, and use of findings described in Subsections (a) through (c) below.

a. **Purpose.** The FIA shall evaluate the anticipated short-term and long-term fiscal impacts to the City arising from the proposed annexation and development of the Property. At a minimum, the FIA shall identify projected City revenues and the projected costs to provide municipal services to the Property at the anticipated service levels, including without limitation: police, fire, streets, parks, utilities, administration, and other applicable municipal services.

b. **Scope and Methodology.** The FIA shall be prepared by a qualified and experienced financial or economic consultant. The FIA shall include (i) a summary of all material assumptions, (ii) identification of data sources, and (iii) a description of the methodologies used.

c. **Use of Findings.** The City may rely on the FIA in evaluating whether the proposed annexation and development are expected to be fiscally neutral or fiscally positive to the City. If the FIA projects a fiscal deficit or other adverse fiscal impact, the City may, as a condition of annexation approval, require mitigation measures reasonably designed to address such deficit or impact.

6. **Zoning Upon Annexation; Development Standards.**

a. **Base Zoning Upon Annexation.** Upon issuance of a Certificate of Annexation by the Lieutenant Governor, the Property shall be zoned Multiple Use (MU-20) under Section 10-11A-1 *et seq.* of the City Code (the "Base Zoning"). The Base Zoning shall apply to the Property as the underlying zoning designation.

b. **Development Agreement.** Owner acknowledges that development of the Property may only occur in accordance with either (i) the Base Zoning and other applicable provisions of the City Code, or (ii) the development, standards, uses, density/intensity, phasing, and other terms expressly authorized in the Development Agreement attached hereto as **Exhibit D** (the "Development Agreement"), which is incorporated herein by reference. No other basis for development approval is created by this Agreement.

c. **Default to Base Zoning.** The Development Agreement shall apply only if Owner timely exercises its rights thereunder. If Owner does not timely exercise its rights under the Development Agreement, or if the Development Agreement expires or is terminated, then the Base Zoning shall exclusively govern all development of the Property.

7. **Compliance With Applicable Law.** Owner shall comply with all applicable federal, state, and local laws, regulations, rules, ordinances, and codes in connection with the annexation, subdivision, development, and use of the Property, as the same may be amended from time to time.

8. Vested Rights.

a. *Vested Rights.* If the City approves the Petition to annex the Property, in addition to vested rights under Utah Code § 10-9a-509, the Owner shall be entitled to assume and rely upon all rights, approvals, conditions, density allocations, and other entitlements granted under the Development Agreement, as if such rights and approvals were granted by the City upon annexation.

b. *Reserved Legislative Powers.* The Parties agree and acknowledge that nothing in this Agreement requires the City to approve any annexation petition the Owner may file and 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 those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Owner under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Owner under this Agreement shall be of general application to all development activity in the City; and, unless the City declares an emergency, Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

9. Successors and Assigns.

a. *Binding Effect.* This Agreement shall be binding upon all successors and assigns of Owner in the ownership or development of any portion of the Property.

b. *Assignment.* Owner may not assign this Agreement (or any right or obligation under this Agreement) to any person or entity without the City's prior written consent. Any permitted assignment must assign all of Owner's rights and responsibilities under this Agreement. A request for consent may be submitted by written notice to the City in accordance with this Agreement. As a condition to any assignment, the proposed assignee shall execute an acknowledgment and consent, in a form acceptable to the City, agreeing to be bound by the terms of this Agreement.

10. Default.

a. *Notice.* If Owner or the City fail to perform their respective obligations under this Agreement, the Party believing that a default has occurred shall provide notice to the other Party as provided herein ("Notice of Default").

b. *Contents of the Notice of Default.* The Notice of Default shall:

i. *Identification of Provisions.* Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; and

ii. *Specify Materiality.* Identify why the default is claimed to be material.

c. *Meet and Confer.* Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

d. *Remedies.* If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may pursue any of the following remedies:

i. *Legal Remedies.* The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

ii. *Enforcement of Security.* The right to draw on any security posted or provided in connection with the development of the Property and relating to remedying of the particular default.

iii. *Withholding Further Development Approvals.* The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Property and on those properties owned by the defaulting Party.

e. *Public Meeting.* Before any remedy in Section 10(d) may be imposed by the City, the Party alleged to be in default shall have the right to request an opportunity to appear at a public meeting of the City Council to address the claimed default. The Party alleged to be in default must submit a written request for such appearance to the City within ten (10) calendar days after receipt of the City's written notice of default. If a timely request is made, the City shall place the matter on the agenda for a City Council meeting occurring within a reasonable time thereafter.

f. *Cure Period; Extended Cure Period.* The defaulting Party shall have sixty (60) calendar days from receipt of the Notice of Default to cure the default (the "Cure Period"). If the default cannot reasonably be cured within the Cure Period, the Cure Period may be extended for such additional time as the Parties may agree in writing for good cause shown, provided the defaulting Party commences the cure within the Cure Period and thereafter diligently pursues the cure to completion.

11. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

12. **Force Majeure.** All time period imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Property; or (b) by events reasonably beyond the control of Owner including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Owner or their successors.

13. **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, be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

OWNER: SOLARA COMMUNITIES, LLC

_____

_____

_____

CITY: TOQUERVILLE CITY
Attn: City Recorder
212 N Toquer Blvd.
Toquerville, UT 84774

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

14. **Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Washington County Recorder against the Property. The covenants, conditions, and obligations set forth herein are intended to run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns, and any other persons or entities acquiring any right, title, or interest in or to any portion of the Property, including any successor owner or developer.

15. **Entire Agreement; Amendments.** This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, discussions, representations, understandings, and agreements, whether oral or written. This Agreement may be amended only by a written instrument executed by all Parties.

16. **Headings.** The headings used in this Agreement are for convenience only and shall not be used to interpret, construe, or limit any provision of this Agreement.

17. **Non-Liability of City Officials or Employees.** No elected or appointed official, officer, employee, agent, or representative of the City shall be personally liable to Owner, or to any successor or assign of Owner, for any obligation of the City arising out of or relating to this Agreement, or for any claim based upon any alleged breach or default by the City.

18. **No Third-Party Rights.** This Agreement is entered into solely for the benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the City and Owner any legal or equitable right, benefit, or remedy of any nature. Only the City and Owner may enforce, waive, or modify the provisions of this Agreement.

19. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions. The remaining provisions shall remain in full force and effect as though the invalid or unenforceable provision had not been included.

20. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

21. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. **Public Information.** The Parties understand and agree that all documents related to this Agreement shall be public documents, as provided in Utah Code § 63G-2- 101 *et seq.*

23. **Governing Law; Venue.** This Agreement and the performance hereunder shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts located in Washington County, Utah (or, if federal jurisdiction exists, in the United States District Court for the District of Utah).

24. **Counterparts.** This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

25. **Legal Review; Construction.** Each Party represents and warrants that such Party has had a full and fair opportunity to review this Agreement, to consult with legal counsel of such Party's choosing, and to negotiate the terms of this Agreement. Each Party further acknowledges and agrees that this Agreement is entered into voluntarily and with full knowledge of its legal effect. The Parties agree that no rule of construction shall be applied against any Party on the ground that such Party drafted or caused this Agreement to be drafted.

26. **Governmental Immunity Act of Utah.** The Parties agree and understand that the City is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, Utah Code § 63G-7-101 *et. seq.* Except as may be provided in Utah Code § 63G-7-301(1)(a) (i.e., waiver as to the City's contractual obligations under

this Agreement), the City neither waives nor relinquishes any applicable provision or protection of that Act.

27. **Indemnification.** Developer shall indemnify, defend and hold harmless the City, its officers, employees, agents and representatives ("Indemnified Parties") from all claims, costs, damages, attorney fees, expenses, liabilities or other losses incurred by, asserted against or levied against any of the Indemnified Parties in connection with this Agreement or challenges brought concerning the annexation of the Property, challenges brought concerning the development of the Property.

IN WITNESS WHEREOF, the Parties have executed or caused to be executed by their duly authorized officials this Agreement on the date written above.

CITY:

TOQUERVILLE CITY,
a Utah municipal corporation

Attest:

_____
Dan Catlin, Toquerville City Mayor

_____
Emily Teaters, Toquerville City Recorder

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, before me personally appeared Dan Catlin and Emily Teaters whose identities are personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that they are the Mayor and Recorder of Toquerville City, and that the foregoing document was signed by them on behalf of the City by authority given them by the Toquerville City Council, and they acknowledged before me that the City executed the document and the document was the act of the City for its stated purpose.

_____
NOTARY PUBLIC

[Signatures continue on following page]

OWNER:

SOLARA COMMUNITIES, LLC
a Utah limited liability company

_____
By: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this _____ day of _____, 2026, before me personally appeared _____, whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he/she is the manager of Solara Communities, LLC and that the foregoing document was signed by him/her on behalf of that entity by authority of its operating agreement and he/she acknowledged before me that the entity executed the document and the document was the act of the entity for its stated purpose.

_____
NOTARY PUBLIC

Exhibit A
(Legal Description of the Property)

Exhibit B
(Overall Plan)

Exhibit C
(Expansion Area Identified in City's 2024 Annexation Policy Plan)

Exhibit D
(Development Agreement)

WHEN RECORDED, MAIL TO:

City of Toquerville
c/o City Recorder
P.O. Box 27
212 N Toquer Blvd
Toquerville, Utah 84774

Record Against the Real Property
Described in **Exhibit A**

DEVELOPMENT AGREEMENT FOR THE SOLARA PROJECT TOQUERVILLE CITY, UTAH

This Development Agreement ("Agreement") is entered into as of this _____ day of _____, 2026, by and between **SOLARA COMMUNITIES, LLC**, a Utah limited liability company ("Owner"), the owner of certain real property, on which is proposed the development of a project known as Solara (the "Project"), and **RE DEVELOPERS, LLC**, a Utah limited liability company ("Developer"); and **TOQUERVILLE CITY**, a municipal corporation of the State of Utah ("City"). Developer and City are hereinafter sometimes referred to individually as a "party" or collectively as the "parties".

R E C I T A L S

A. Developer is the owner of approximately+/- 200.07 acres of real property on the northwest side and adjacent to the I-15 corridor, and northeast of the town of Leeds, in Washington County, Utah, the legal description of which is set forth on *Exhibit "A"* attached hereto and incorporated herein by this reference (the "Property").

B. Developer proposes the development of a certain residential development known as Solara, consisting of up to 1,500 residential units, including single family residential dwellings, townhomes, and multifamily units, as more fully reflected on the master development plan which is set forth on *Exhibit "B"* attached hereto and incorporated herein by this reference (the "Plan").

C. The Project shall be developed in multiple phases, subject to the provisions of this Agreement.

D. Developer acknowledges that it must comply with the Utah Code, all City development standards and ordinances, including applicable zoning and subdivision ordinances, fencing regulations, design guidelines, and design and construction standards, as well as the standards and specifications set forth and/or incorporated herein.

E. This Development Agreement is intended to set forth the entire agreement between the Developer and the City regarding the development of the Project.

F. The City is acting pursuant to its authority under the Municipal Land Use, Development,

and Management Act (U.C.A. §§ 10-20-101 *et seq*., as amended from time to time, hereinafter the "Act"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations.

G. The parties acknowledge the importance of ensuring that impact fees applicable to the Project are established in a manner that is proportionate and predictable with fees imposed by other jurisdictions in the region for substantially similar development, consistent with the requirements of the Utah Impact Fees Act.

H. The parties intend to work cooperatively and in good faith to implement impact fees and any applicable credits or reimbursements in a manner that reflects the Project's proportionate share of system improvements and supports the orderly and efficient development of the Property.

A G R E E M E N T

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**.

A. Association. "Association" means and refers to one or more associations of the private owners of lots and parcels in the Project which will have, after the period of Developer administrative control, certain responsibilities including but not limited to: preserving and maintaining common areas, facilities and amenities which are retained and developed for the common use and benefit of all the owners, including commonly owned streetscapes; the developing and enforcing of architectural and landscaping design guidelines for development of individual lots and parcels in the Project; developing and enforcing rules and regulations for the continuing operation of the various subdivisions within the planned community; and collecting regular and special assessments and fines and penalties from the owners in the Project, to finance said responsibilities. The Association(s) shall be created by the Developer as a non-profit corporation organized under the laws of the State of Utah. It is anticipated that other "sub-associations" may also be created with respect to the distinct phases of the Project. The Association and sub-associations shall be responsible for repairing, restoring, or replacing landscaping or other common nonpublic improvements upon property in the Project owned or controlled by the Association or sub-associations (including private streets and driveways if the same are approved in any Phase). In addition to annual, usual and special assessments for maintenance of common nonpublic improvements within the Project, the Association and sub-associations shall levy such assessments as may be necessary from time to time to repair, restore or replace landscaping, or other common nonpublic improvements, when necessitated by the installation, maintenance, repair, or replacement of public water, sewer, power, and drainage infrastructure, except where the City is responsible for such costs.

B. Declaration. "Declaration" means and refers to one or more declarations of

covenants, conditions and restrictions for the subdivisions within the Project which shall be recorded in the Washington County Recorder's Office against the subdivisions within the Project and shall run with the land in the Project. The Declaration shall set forth the rights and obligations of the Developer, the Association, and the individual owners in the Project with respect to one another, shall establish a lien for the collection of assessments, and serve other purposes common to declarations in similar projects. The Declaration may also reference and incorporate design guidelines prepared by Developer and enforced by the Association, which may further regulate the design and development of Planning Areas and Phases within the Project. "Planning Area" and "Phases" shall have the meaning provided in Sections 2.I and 2.K below, respectively. Developer shall provide copies of the Association's governing documents, including the Declaration, as well as all other documents providing for the maintenance of any public Open Spaces and Parks, Trails and Recreational Facilities not dedicated to the City for the City's review and approval during the subdivision approval process for each Phase.

C. Developer. "Developer" means and refers to RE Developers, LLC, a Utah limited liability company. This definition extends to successors and assigns of the same, whether such successors and assigns acquire all of the rights and duties to the development of the Project which are currently held by Developer, or for only a particular parcel of the Property to be developed by such successor or assign, pursuant to Section 15 (Assignment), below. However, it is understood that in the event Developer desires to assign all of its rights and responsibilities hereunder to a new Developer for the entire Project, and not just in relation to a portion of the Project being acquired by a Secondary Developer, as defined in Section 2.M below, for further entitlement and development, such assignment shall be subject to City consent in writing, which shall not be unreasonably withheld.

D. Development Activity. "Development Activity" means any design, engineering, permitting, approval, construction, reconstruction, expansion, redevelopment, or marketing of any building, structure, or land within the Property; any change in the use or intensity of use of any building, structure, or land within the Property; or any other activity that results in increased demand for or need for public facilities.

E. Open Space. "Open Space" means and refers to all land and areas within the Project that do not contain vertical structures intended for occupancy, and that are designed, preserved, or maintained to contribute to the natural character, visual quality, drainage function, recreational use, or overall livability of the Project, consistent with applicable City design standards and the requirements.

Open Space may include, without limitation: parks, plazas, trails, greenways, landscaped areas, and similar natural or improved open areas. Open Space may also include detention and retention basins, drainage facilities, and water quality features, provided such areas are appropriately improved, designed, or integrated to accommodate recreational, aesthetic, or environmental purposes consistent with City standards.

Exclusions: Open Space shall not include:

(i) streets, driveways, or vehicular access ways;
(ii) parking areas or parking lots, except for limited parking that is accessory to and directly serves parks, trails, or recreational facilities;
(iii) building pads or areas reserved for future vertical development; or
(iv) required yard or setback areas, unless such areas are designed and improved as part of a larger qualifying Open Space area consistent with City standards.

Clarification: Open Space may include pedestrian pathways, trail corridors, and areas containing underground utilities, provided such areas are otherwise designed and used in a manner consistent with the intent and requirements of applicable City ordinances governing open space.

Open Space may include those areas of Open Space indicated generally upon the Plan, which is attached hereto as *Exhibit "B"*. The Plan includes a depiction of Open Space, as well as Parks, Trails and Recreation Facilities.

As provided in the Plan, the Open Space may in some areas remain unimproved and in other areas may be improved with improvements such as natural vegetation, landscaping, Parks, Trails, and Recreation Facilities, utility infrastructure, and other improvements not inconsistent or incompatible with the purposes and permitted and conditional uses in the Title 10 of Toquerville's City Code.

The Plan is illustrative only and is not intended to constitute a final engineering or subdivision layout. The precise location, configuration, distribution, and design of Open Space areas, Parks, Trails, and Recreation Facilities shall be subject to refinement as provided in Section 8.G of this Agreement.

Open Space shall be subject to the requirements and limitations set forth in Section 8.G of this Agreement.

F. Parks, Trails and Recreation Facilities. Parks, Trails and Recreation facilities within each Planning Area shall either (i) be dedicated to the City if designated for dedication in the Plan or if Developer elects to dedicate such facilities and the City chooses to accept such dedication, or (ii) be retained as private property of the Association. The following shall apply:

Parks, Trails and Recreation Facilities Retained by Association

- Developer shall design and construct improvements in accordance with applicable City standards;
- No City impact fees shall be assessed to the extent permitted by the Impact Fees Act and applicable City ordinances;
- Improvements and applicable land shall remain privately owned and maintained by Association; and
- City shall have no maintenance obligation.

Parks, Trails and Recreation Facilities Dedicated to City

- Developer shall design and construct said improvements in accordance with

applicable City standards;

- Developer shall pay applicable impact fees, subject to credit for the value of dedicated land and/or improvements as permitted by law; and
- Upon formal acceptance of the dedication by the City, the City shall assume ownership and maintenance responsibilities.

G. Off-site Improvements. "Off-site Improvements" means and refers to all sewer, storm and culinary water, natural gas, underground utility systems, streets, curbs and gutters, sidewalks, traffic signals, or other improvements which are required to be developed by Developer outside the boundaries of the Property, as a condition of approval and permitting of the Project or distinct sub-parts thereof, as set forth in this Agreement. Developer's responsibility for Off-site Improvements may not be assigned to another developer, including a Secondary Developer, without the City's written consent, which shall not be unreasonably withheld.

H. On-site Improvements. "On-site Improvements" means and refers to all sewer, storm and culinary water, natural gas, underground utility systems, streets, streetscapes, curbs and gutters, sidewalks, trails, or other improvements which are required to be developed within the boundaries of the Property, but which may be outside the boundaries of a Phase for which development approvals are currently being sought, as a condition of approval and permitting of such Phase, as set forth in this Agreement. Developer shall be the party having default responsibility for all On-site Improvements which may be outside the boundaries of a given Planning Area but are required to provide access or utility service to that Planning Area, and such On-site Improvements shall be required to be constructed or installed not later than the subdivision improvements which are a condition of plat approval within that Planning Area. Developer and any Secondary Developer may allocate between them the responsibility for On-site Improvements, provided such agreement is in writing and does not conflict with the requirements of this Agreement or the conditions of any entitlement granted by the City hereunder; however, any such agreement shall not be binding on the City and Developer shall remain responsible for such On-Site Improvements unless otherwise agreed in writing by the City.

I. Planning Area. "Planning Area" means and refers to the to the various development areas depicted in the Plan incorporated herein by reference. It is anticipated that there will be several Planning Areas within the Project, and each Planning Area may be developed in one or more Phases as determined by the Developer or Secondary Developer developing that Planning Area. The purpose of designating Planning Areas is to facilitate the potential sale of one or more Planning Areas to a Secondary Developer for further entitlement and development. The Planning Areas must be created as separate parcels within the Project by recording of metes and bounds descriptions consistent with the boundaries depicted in the approved Plan, with each Planning Area to be formally subdivided as a condition of development of that Planning Area. Developer may elect to sell one or more Planning Areas to Secondary Developers or to develop any Planning Area itself; provided that all development of the Planning Areas, whether by Developer or any Secondary Developer, shall comply with the terms and conditions of this Agreement. In the event of a sale to a Secondary

Developer, the Secondary Developer would be responsible for obtaining all other entitlements beyond zoning approvals, including but not limited to preliminary and final plat approvals. Each Planning Area may be developed only after all required development approvals have been obtained from the City, including without limitation, all approvals required under the City's ordinances and this Agreement.

J. Project. "Project" means and refers to the development project known as "Solara" anticipated to be developed upon the Property pursuant to the terms of this Agreement and the Plan incorporated herein. The Developer, in its sole discretion, may change the name of the Project, provided that all subdivision plats within the Project comply with the naming requirements of Utah law and applicable City ordinances.

K. Phases. "Phase" or "Phases" means and refers to the various development phases within each individual Planning Area, as may be proposed by the developer of each individual Planning Area and subject to approval of necessary preliminary and final plats reflecting such Phases.

L. Property. "Property" means and refers to the parcels of real property located in Toquerville City, Washington County, State of Utah, which are subject to this Agreement and which are more particularly described with the legal descriptions set forth in *"A"* hereto.

M. Secondary Developer. "Secondary Developer" means a person or entity, other than a Developer, that has been assigned rights by Developer to develop one or more, but not all, Planning Areas within the Project. Such assignment shall be presumed in the event of a sale and conveyance of a Planning Area or Phase to such Secondary Developer. All references in this Agreement to Developer, when used in the context of the development of a particular Planning Area or Phase, shall be read to mean a Secondary Developer if such Planning Area or Phase has been purchased by and title has been conveyed to such Secondary Developer.

3. **Affected Property**.

A. Boundary Description. The legal description of the Property is as follows:

*See **Exhibit** "A" attached hereto and incorporated with this reference.*

No additional property may be added to the Property subject to this Agreement except by written amendment to this Agreement executed and approved by Developer and the City. This Agreement shall become effective upon execution by the Parties and shall be recorded in the official records of Washington County thereafter. At the time of execution and recording, the City acknowledges that the property is zoned as set forth in this Agreement.

4. **Vested Rights and Reserved Legislative Powers**. Concurrent with the recording for public record of this Agreement, Developer's right to develop the Project as described

herein is hereby vested, subject to the provisions hereof requiring additional development approvals and allowing for modification of specific requirements as development of the Project progresses toward completion. Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, Open Space and related land use plans, policies, ordinances and regulations after the date of this Agreement provided that the adoption and exercise of such power is directed at a health, welfare and safety concern and shall not materially impair Developer's vested rights to develop the Project as provided herein. In order to preserve the rights vested to Developer herein, Developer must reasonably pursue the development of the Project, subject to the term of this Agreement set forth in Section 13 below, including the creation of the individual Phases as contemplated herein and the completion of improvements to infrastructure which development shall from time to time require. This Agreement is not intended to and does not bind the City Council in the independent exercise of its legislative discretion with respect to such zoning regulations, except to the extent specifically covenanted as set forth herein, the provisions of this Agreement by recording intended to run with the land to the benefit and burden of Developer and its successors and assigns.

5. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including without limitation, the payment of fees and compliance with the City's design and construction standards for public improvements which are approved at the time of construction, and as consistent with applicable Utah law, except as may be specifically set forth otherwise herein.

6. **Compliance with Project Design Standards**. Developer anticipates the creation of architectural and landscape design guidelines for development and construction of lots and parcels in the Phases, and said standards may be more restrictive than those set forth by the City (the "Project Design Standards"). Developer shall develop the Project in compliance with all applicable City ordinances, approvals, and requirements, as well as all Project Design Standards.

7. **Time for Construction and Completion of the Project**. Except as otherwise provided in this Agreement, and subject to the term of this Agreement set forth in Section 13 below, Developer shall have discretion as to the time of commencement, construction, phasing and completion of any and all development of the Project. Notwithstanding the foregoing, all development shall remain subject to applicable expiration periods and time limitations imposed by City ordinances and approvals, including without limitation, the expiration dates for preliminary plats, final plats, preliminary site plans, and final site plans.

8. **General Obligations.** The parties shall do the following:

A. Road Dedications; Street and Utility Plan. Developer shall develop street and utility plans to service the Project, which shall be subject to review and approval by the City. It is anticipated that all road dedications shall occur through the recording of final

subdivision plats, and all street and utility improvements shall be developed in conjunction with each subdivision approved in the Project. Developer shall coordinate with City on all such plans through Developer's engineer. The street and utility plans prepared for each subdivision shall contain construction standards at a level sufficient to satisfy applicable City standards and ensure consistent quality throughout the development phases of the Property.

B. Utility Providers. It is anticipated by the parties that utilities will be provided to the Project by each of the following service providers:

1. *Water:* Toquerville City.
2. *Sewer:* Ash Creek Special Service District.
3. *Power:* Rocky Mountain Power.
4. *Natural Gas:* Enbridge/Dominion Energy.

C. Requirements for Subdivision Names in the Project. Subdivisions shall be named in a manner consistent with Utah law and applicable City ordinances. The preliminary and final plats submitted to the City for approval shall clearly indicate the subdivision name in such format.

D. Improvement Costs. Developer will bear the cost of all development and improvement necessitated by development of the Project, and City will bear the cost of any City-requested upsizing or additional capacities or additional improvements, consistent with City policy, including improvements specifically related to public buildings to be constructed, unless otherwise specifically agreed to be borne by Developer.

E. Public Improvements, Extensions and Upsizing.

1. Developer shall be responsible for the design, construction and installation of all public improvements and utility extensions necessary to serve the Project, as determined by the City in accordance with the City's ordinances, standards, and this Agreement. Notwithstanding this, to the extent identified in the Plan or otherwise required by the City, certain improvements may be constructed in a coordinated manner with the City, as determined by the City in its sole discretion, to avoid conflicts in construction and to achieve economies of scale. The Developer's engineer and City representative(s) shall confer during the development phases of any such work, and ensure that any such improvements contemplated in the Plan are coordinated and that to the extent possible such improvements are developed in cooperation, and that the allocation of costs for such improvements is on a fair and reasonable basis, as determined by the City, consistent with existing law, the other provisions of this Agreement, and other agreements for sharing costs of road, sewer, water, and other improvements between and among City, Developer, and third parties (if any).

2. In the event that any such cost-sharing arrangement equitably requires the participation of a third party or parties to cover the cost of City-owned

improvements, the City may, in its sole discretion, condition third party access to and benefit from such improvements on the participation of the third party or parties in appropriate pioneering agreements or other cost-sharing arrangements.

3. For any upsizing of public improvements or utilities required by the City, Developer shall be responsible for the cost of improvements necessary to serve the Project. To the extent such improvements include capacity that exceeds what is necessary to serve the Project, City shall participate in the cost of such upsizing subject to applicable law and any City policies. City may, at the time that Developer is installing and/or constructing said improvements, elect the form of compensation to the Developer for upsizing, including but not limited to paying cash, granting impact fee credits, or through a reimbursement agreement.

Impact Fee Credits. Where Developer designs and constructs system improvements, as such phrase is defined in the Utah Impact Fee Act, Utah Code § 11-36a-102 *et seq.*, as it may be amended from time to time ("Impact Fee Act"), Developer may upon application receive reimbursement of or credit for impact fees and other fees as may be normally assessed by the City for said system improvements, consistent with City policies and the Impact Fees Act. City and Developer agree that specific details with respect to the mechanisms and timing of reimbursement or credit of impact fees, as well as timing for completion of system improvements, may be set forth in a separate agreement between the parties.

F. City Trails. Developer and City agree that Developer will construct and dedicate, or otherwise convey to the City, public trails within the major road rights-of-way in satisfaction of any requirement to provide the same to the City, and as designated in the Plan. Developer will comply with the City's transportation and trail plans, as well as the City's applicable standards and specifications. Developer shall be responsible for the construction of any trail system elements to be dedicated to the City, except as otherwise expressly agreed to in writing by the City. The City will help to ensure the continuity of the public trail system located on the Project to the trail systems being developed on adjacent properties by ensuring that public trail development on properties adjacent to the Project interconnects with approved public trails in the Project, if possible.

G. Open Spaces. Notwithstanding any provision of City Code or this Agreement to the contrary, the total aggregate Open Space within the Project, as defined in Section 2.E shall be at least ten percent (10%), but shall not be required to exceed twelve percent (12%) of the gross acreage of the Property.

All areas qualifying as Open Space, whether publicly or privately owned, improved or unimproved, and regardless of function (including recreational, aesthetic, drainage, or similar purposes), shall be counted toward this minimum and maximum.

Open Space may be allocated across Planning Areas or Phases of the Project in any configuration, provided the total Open Space within the Project falls within the minimum and maximum thresholds established above.

The approved Plan for the Project shows areas which shall be designated as Open Space. In keeping with the intent of the Project, the Open Space has been aggregated in the Plan, in order to provide a cohesive Open Space and to preserve certain natural features benefiting the Project and the public at large. Unless otherwise agreed between City and Developer, the Open Space preserved in the Project shall comply with applicable City Code requirements governing open space, as modified by the definition and cap set forth in this Agreement. The City, Developer, and/or Association may elect to enter additional agreements for the ownership and maintenance of Open Space. Developer will reasonably coordinate with the developer of adjoining developments in the City to explore means of preserving undisturbed Open Space, with the objective of encouraging continuity of conservation efforts between the two projects; however, Developer's development plans shall not be contingent on the actions or agreement of any person or entity not a party to this Agreement. Developer anticipates identifying certain Open Space in the Plan outside the boundaries of the individual Planning Areas, which shall serve as a bank of Open Space upon which Developer or Secondary Developers may draw, on an acre-for-acre basis, and apply the same to any Open Space requirements inside any individual Planning Area, until such time as all Open Space so banked is allocated to Planning Areas throughout the Project.

The Parties acknowledge that *Exhibit "B"* establishes a conceptual framework for the anticipated distribution, connectivity, and character of Open Space areas, Parks, Trails, and Recreational Facilities within the Project. The Plan reflects the overall intent of the Parties but does not fix final boundaries, acreages within specific Planning Areas, or detailed amenity designs.

Final Open Space boundaries, trail alignments, park locations, ownership designations, and amenity improvements shall be determined through subdivision and site plan approvals for each Planning Area or Phase and shall not require an amendment to this Agreement, provided that: (i) the total Open Space acreage required by this Agreement is maintained in the aggregate; (ii) the continuity and reasonable interconnectivity of the public trail system throughout the Project is preserved; (iii) park land dedication and/or park impact fee obligations pursuant to Section 2.E are satisfied; and (iv) the overall distribution of Open Space and recreational opportunities remains reasonably consistent with the intent of the Plan.

Notwithstanding the foregoing, the City shall have sole discretion to determine whether the aforementioned criteria set forth in (i)–(iv) above are satisfied. If the City determines that any such condition is not satisfied, the change shall be deemed a material amendment and must be processed in accordance with the material amendment procedures set forth in Section 11 of this Agreement.

H. Road Circulation and Traffic Impacts. Except as may be set forth more specifically in this Agreement, Developer agrees generally that all public roadways which are within the Property shall be dedicated and improved no later than the development of

adjacent real property, or real property to be serviced by such roadways. Roadways adjacent to unimproved open space outside a Planning Area will be dedicated and improved no later than required to provide necessary legal access to each Planning Area, and within a Planning Area shall be dedicated and improved at the same time as other roads in the Planning Area, but in any event all public roads in the Project shall be dedicated and improved in a time and manner ensuring continuity of access throughout the Property. With respect to any roadway which runs along the border of the Property, Developer shall be responsible for constructing the roadway to the width required by applicable City standards, and the costs of such construction, required to meet City road standards for the portion of the roadway which is within the Property, and to ensure the safe passage of motor vehicles.

I. Future Secondary Access. The City has applied to the Bureau of Land Management ("BLM") for a right-of-way to facilitate construction of a future secondary access to the Project. Upon approval of the BLM right-of-way, the secondary access shall be completed in accordance with applicable City standards. The Hurricane Valley Fire District Fire Marshal ("Fire Marshal") shall determine whether the secondary access satisfies International Fire Code requirements for two points of access. Upon such determination, the City may waive the requirement for installation of automatic fire suppression sprinkler systems in residential units not yet constructed, subject to applicable law. In the event the BLM right-of-way is not obtained, Developer shall be responsible for revising the Plan and complying with all applicable requirements of Utah law, the City's ordinances, and the International Fire Code.

J. Street Lights and Signage. Developer shall comply with all applicable City ordinances, resolutions, policies, standards, and specifications with respect to street lights and signage; provided, however, that Developer may request an exception or deviation from such requirements, which may be approved by the City Council upon a determination that the requested exception: (i) is consistent with the overall intent and purpose of this Agreement and applicable City regulations; (ii) will not adversely affect the public health, safety, or welfare; and (iii) is substantially equivalent to or better than the applicable requirement in achieving the intended result. If alternate poles or other components are approved by the City, then Developer or the Association agrees to enter a separate agreement governing maintenance, stockpiling of replacements, and other issues relative to the management of street light components if necessary.

K. Regulatory Matters. City and Developer shall cooperate in all regulatory matters, which affect both parties. Other requirements of law and processes typical to the development process are not waived by this Agreement, but all such processes shall proceed consistent with this Agreement.

L. Short-term Rentals. City acknowledges that the Plan includes a maximum of 200 short-term rentals within the residential portion of the Project. Developer agrees that any separate, independently rentable living areas within a dwelling unit that shall be counted toward the maximum number of units permitted for short-term rental. Non-owner occupied short-term rental units shall be grouped with no fewer than fifty (50)

total of such units together in any given area of the Project, in order to encourage sustainable management of such units by a professional property manager. For avoidance of doubt, this provision should not be interpreted as a prohibition on units being owned by different owners in the same area of the Project, provided all such units are professionally managed. All short-term rentals must comply with the City's ordinances, including without limitation, the requirements set forth in Section 10-17-4 of the City Code, as amended from time to time. Developer, through the recording of appropriate covenants in the Declaration, and to the extent permitted by applicable law, will ensure that all short-term rentals in the Project are required to be managed by one professional resort management/short-term rental booking company, which shall be responsible for managing all such units for the owners thereof, and for other matters such as the collection of applicable fees and taxes related to such units.

9. **Approved Uses.** The list of uses approved by the City within the Property, and for which no further zone changes or conditional use permit is required, are set forth in the Plan, and in the table set forth in *Exhibit "C"* attached, which is incorporated herein with this reference.

10. **Parties' Specific Obligations**. The parties shall do the following:

A. Developer: The Developer shall meet the following requirements in the times and manner set forth herein below.

i. *Construction of Off-site Improvements.*

a. Sewer Improvements. Developer agrees to coordinate with Ash Creek Special Service District to ensure the installation of such off-site sewer lines and systems as are necessary to serve the full build out of Project.

b. Power. Developer agrees to coordinate with Rocky Mountain Power to ensure the installation of such off-site power lines and systems as are necessary to serve the full build out of Project.

c. Water. Developer agrees to coordinate with the City to ensure the installation of such off-site water lines and systems as are necessary to serve the full build out of the Project.

ii. *Construction of On-site Improvements.* The On-site Improvements required to serve the interior of a Planning Area or a portion or Phase of a Planning Area, represented by a final plat for which approval is sought by Developer or a Secondary Developer, as such improvements are set forth in the Plan or required by City ordinance, shall be completed, or security for the completion of the same shall be posted by the final plat applicant, as a condition of approval for the subdivision final plat for which approval is sought.

The City acknowledges that a subdivision plat which is meant solely for the division of the Property into Planning Areas to facilitate the sale and conveyance of one or more Planning Areas to Secondary Developers shall not trigger a

requirement to complete all on-site improvements which may be required to serve such Planning Areas, but instead shall require development of only such On-Site Improvements as are required to provide (a) legal vehicular access to each Planning Area, and (b) extension of primary utility infrastructure, including water, sewer, storm drainage, and necessary franchise utilities, to the boundary of each Planning Area in a manner sufficient to allow further subdivision and development consistent with applicable City ordinances to each of the Planning Areas so created, to make them available for further development by a Secondary Developer.

Requirements to complete all remaining On-Site Improvements which are interior to a Planning Area shall instead be triggered upon the further subdivision of such Planning Area or Areas, or Phases thereof, into individual units or parcels meant for the sale of such units or parcels to individual owners which are not Secondary Developers.

iii. *Utility Easements for Off-site Utility Extensions*. If a utility easement becomes necessary to complete the extension of public utilities off-site to service the Project, Developer is fully responsible for acquiring such easements and dedicating them to the appropriate service provider.

iv. *Grading*. All grading shall be performed in accordance with all applicable City ordinances, resolutions, policies, standards and specifications, and regulations, as may be adopted and amended from time to time, including without limitation, Sections 10-18B-1 *et seq.* and 10-16A-1 *et. seq.*

B. City: The City agrees to the following:

i. *Residential Density of the Project.* The City acknowledges that the Plan, as the same may be amended and adjusted pursuant to this Agreement, is in substantial conformance to the City's General Plan. The parties agree that Developer is currently entitled to a maximum total of 1,500 dwelling units upon the Property ("Maximum Residential Density"), which includes single family residential dwellings, townhomes, multifamily units, and other residential building types, and which is an average of approximately 7.5 dwelling units per acre for the entire Project (hereafter the "Maximum Base Density"). The Maximum Base Density shall be considered an entitlement number and, although the density of each individual Planning Area may vary as contemplated herein, the Maximum Base Density for the entire Project shall not be subject to reduction under any future zoning ordinance or General Plan amendments, although Developer acknowledges that conditions on the ground and various applicable regulations may prevent Developer from obtaining a maximum density in every Planning Area or Phase. Final densities in each individual Planning Area or Phase thereof shall be as depicted on an approved plat map or maps; however, Developer shall have the right to propose and obtain approval of final subdivision plats which will result in fewer than the approved number of units in any given Phase. The development of the Project to less than

the full Maximum Base Density permitted shall not release Developer from any obligations to the City as set forth herein, unless the reduction in total units results in a corresponding reduction in public facilities and/or improvements supported by the appropriate engineering/planning studies as approved by the City.

ii. *Dedications to City.* The City shall not unreasonably withhold acceptance of dedications required to be made by the Developer to the City, provided such dedications are free of all liens and encumbrances, are in a form approved by the City Attorney, and the associated improvements have been constructed in accordance with applicable City ordinances and standards and specifications, as verified through the City's inspection and approval process.

iii. *Residential Setbacks in the Project*. The parties agree that a single standard for residential setbacks in the Project is desirable, for consistency throughout the Project, to avoid any inconsistencies or gaps in the setbacks required by the City Code, and to allow for the density permitted by the approved Plan. In order to accomplish such objectives, the parties agree that residential setbacks in the Project shall be as set forth in *Exhibit "C"* attached hereto.

iv. *Recognized System Improvements or Other Improvements Subject to Cost Sharing*. Unless otherwise agreed upon by Developer and City as provided in Section 8.E of this Agreement, Developer and City recognize, as of the Effective Date of this Agreement, no improvements anticipated to be constructed by Developer or a Secondary Developer, are system improvements subject to reimbursement or credits against impact fees to be charged by the City, as set forth in this Agreement, or are otherwise subject to cost sharing between Developer and the City.

11. **Process for Amending the Plan.**

A. Non-Material Modifications. City acknowledges that the Plan contains generalized narratives and depictions regarding the future development of the Project. Developer may modify the Plan after this Agreement has been executed by the parties, without amendment to this Agreement, provided such modification constitutes a "Non-Material Modification." A "Non-Material Modification" means a modification that does not (i) increase the Maximum Residential Density, (ii) increase the Maximum Base Density, (iii) change the land uses permitted, (iv) reduce the total Open Space acreage required in the aggregate or eliminate public trail connectivity between Planning Areas, (v) constitute a modification that requires legislative approval under Utah Code § 10-20-508(2)(a)(iii), as amended or (vi) further modify the City's Standards and Specifications. Further, Developer is specifically entitled to, and City hereby grants to Developer, the right to make non-material changes and/or adjustments to the exact location of various development uses and densities under the provisions of this Agreement between or among Planning Areas within the Property. Said changes and/or adjustments shall also constitute Non-Material Modifications.

B. Submittal of Modification Application. If Developer or its successors and assigns desire to modify the Plan, Developer shall submit a modification application together with any required fee, in the form and amount prescribed by the City ("Modification Application"). Any Modification Application which, after the review of City Council, is deemed to be a Non-Material Modification and within the scope of the modifications permitted by Subsection 11.A above, as reasonably determined by the City, may be modified by Developer by providing City with a modified Plan containing the revision date and a supplemental summary referencing the revision date. Said supplemental summary shall briefly detail the changes made to the modified Plan. The modified Plan shall be recorded in the Washington County Recorder's Office.

C. Material Modifications. Any Modification Application which, after the review of City Council, is deemed to be material and outside of the scope of the Non-Material Modifications permitted by Section 11.A above, may only be approved if Developer goes through the process of a traditional zone change aka amendment to the City's Official Zoning Map as prescribed in Section 10-8-3 of the City Code. Only after a public hearing has been conducted by the Planning Commission and a recommendation made by them, can the City Council take action on the Modification Application.

D. Standard and Timing on Determination of Materiality of a Modification Application. City Council shall make the determination of whether a Modification Application falls within the scope of Non-Material Modifications capable of being made unilaterally by the Developer pursuant to Section 11.A. Said determination must be made by City Council within forty-five (45) days of the submittal of the Modification Application or it will be deemed Non-Material Modification. In determining the materiality of a Modification Application, the City shall utilize a standard of reasonableness meaning the determination shall not be arbitrary or capricious and shall be supported by a majority of credible evidence and reasoning obtained or that should be obtained by the City.

E. Appeal of Adverse Determinations. The parties stipulate and agree that the determination of the materiality of a Modification Application and the ultimate determination of the merits of the Modification Application are both land use decisions for which Developer shall have the right to appeal pursuant to Subsection 10-3-2(F) and (I) of the City Code.

F. Relationship Between Plan and Agreement. Notwithstanding that the Plan is attached hereto as an exhibit and incorporated by reference, modifications to the Plan shall be made pursuant to this Section 11, unless such modification expressly alters a provision of this Agreement.

12. **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 City council taken with the same formality as the vote approving the

Agreement.

13. **Term of Agreement**. The parties agree that this Agreement shall run for an initial term of twenty (20) years from the date of approval and recording of this Agreement in the Washington County Recorder's Office. Should Developer, or any successor to the Property of Developer which acquired for the purposes of development (including any Secondary Developer), desire to extend the term of this Agreement because development of the Project has not been completed, such party shall petition the City in writing for such an extension no later than one hundred eighty (180) days prior to the end of the initial term hereof. No automatic or discretionary extension shall apply unless approved by amendments to this Agreement adopted by the City Council.

14. **Agreement to Run with the Land**. This Agreement shall be recorded in the Washington County Recorder's Office, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property until it terminates or expires.

15. **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. Any complete assignment of this Agreement shall only be permitted upon written approval of the City, which approval shall not be unreasonably withheld. However, this restriction on assignment is not intended to prohibit or impede sale of the Property or portions thereof by Developer, and sale of a portion of the Property to a person or entity who will be subject to this Agreement as a Secondary Developer shall not require the written approval of the City.

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

17. **Integration; Interpretation**. 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 and may only be modified by a subsequent writing duly executed and approved by the parties hereto. Each party hereto acknowledges that they were represented by counsel during the negotiation of this Agreement, and that they contributed equally to the final executed draft of this Agreement; therefore, both parties shall be deemed the authors of this Agreement, which shall be read and construed in favor of neither party hereto.

18. **Notices**. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as communications under this Agreement shall be deemed to have been given and received and shall be effective three days after deposit in the U.S. Mail to the recipient's address as set forth herein:

City: Developer:

Toquerville City
Attn: Planning & Zoning Admin.
P.O. Box 27
212 N Toquer Blvd
Toquerville, Utah 84774

RE Developers, LLC
Attn: Doug Towler
381 E. Sienna Drive
Washington, UT 84780

With a copy to:
Jenkins Bagley Sperry, PLLC
Attn: Bruce Jenkins
285 W. Tabernacle St, Suite 301
St. George, UT 84770

With a copy to:
Hayes Godfrey Bell, P.C.
Attn: Jayme Blakesley
2118 East 3900 South, Suite 300
Holladay, Utah 84124

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

19. **Default.** Failure by a party to perform any of the party's obligations under this Agreement within a ninety (90) 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 ninety (90) 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 ninety (90) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting party may institute legal proceedings to either: (i) enforce the terms of this Agreement, or (ii) terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing party shall take no further action.

A. Administrative and Self-Help Remedies. In addition to the other remedies set forth in this Section, and upon the occurrence of an uncured Default by Developer, the City may, to the extent permitted by applicable law, take reasonable administrative and enforcement actions, including without limitation, withholding permits, approvals, and inspections; issuing stop work orders; drawing upon any posted financial assurances; and/or performing the required work and recovering its reasonable costs from Developer. Further, the City may take immediate action without notice of Cure Period where necessary to protect the public health, safety, or welfare.

B. Termination. If City elects to consider terminating this Agreement due to a Default by Developer, then the City shall give to Developer notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly noticed public meeting no earlier than fifteen (15) days after the notice is given. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City Council determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer in accordance with Section 18 above and this Agreement shall thereby

be terminated. Subject to Subsections 19.C and 19.D below, the parties may thereafter pursue any and all remedies at law or equity.

C. No Monetary Damages Relief Against City. The Parties acknowledge that the City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer for any breach thereof. As such, the parties agree that in no event shall Developer, or its successors and/or assigns be entitled to monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as may be determined by the court.

D. Breach by City; Equitable Relief. In the event of a breach by the City of this Agreement, as a result of, among other things, an attempt by the City to limit or restrict the Developer's vested rights as set forth herein, Developer shall have the right to seek equitable relief, including emergency injunctive relief as may be warranted, from a court of competent jurisdiction consistent with this Agreement.

20. **Enforcement**. Nothing in this Agreement shall limit the City's authority to enforce its ordinances, regulations or other applicable laws, including through administrative enforcement, stop work orders, or injunctive relief, independent of the Default provision set forth in Section 19 of this Agreement.

21. **Indemnification and Hold Harmless**.

A. **Indemnification by Developer.** Developer, including without limitation its successors and assigns, shall indemnify, defend and hold harmless the City and its officials, employees, agents, and representatives (collectively the "City Indemnitees") from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees and costs (collectively, "Claims" or each a "Claim"), arising out of or related to: (i) Developer's performance of, or failure to perform, its obligations under this Agreement; (ii) any Development Activity in connection with development of the Property; (iii) the acts or omissions of Developer or its contractors, subcontractors, agents, employees, or any other persons acting on Developer's behalf; or (iv) any claims for personal injury, death, or property damage arising from or related to the Project.

B. **Indemnification by City.** To the extent permitted by applicable law, the City shall indemnify, defend, and hold harmless Developer and its members, managers, officers, employees, agents, and representatives (collectively, the "Developer Indemnitees") from and against any and all claims arising out of or related to: (i) the City's material breach of this Agreement; or (ii) gross negligence or willful misconduct of the City or its officials, employees, or agents in the performance of this Agreement.

C. **Limitations.** The obligations of each party under this section shall be limited as follows:

i. No party shall be obligated to indemnify the other for Claims to the extent caused by the gross negligence or willful misconduct of the indemnified party;
ii. The City's obligations under this Section are subject to the limitations, defenses, and immunities set forth in the Utah Governmental Immunity Act, and nothing herein shall be construed as a waiver of governmental immunity; and
iii. Neither party shall be responsible for indirect, consequential, or punitive damages except to the extent such damages are included in a third-party Claim subject to indemnification.

D. **Defense and Control of Claims.** The indemnifying party shall have the right to assume the defense of any Claim with counsel reasonably acceptable to the indemnified party. The indemnified party may participate in the defense with counsel of its choosing at its own expense. No settlement of any Claim shall impose liability or obligations on the indemnified party without its prior written consent, which shall not be unreasonably withheld.

E. **Notice.** The indemnified party shall provide prompt written notice of any Claim; provided, however, that failure to provide such notice shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced thereby.

F. **Survival.** The provisions of this Section shall survive termination of this Agreement.

22. **Applicability of City Ordinances.** Except as expressly modified or superseded by this Agreement, the development of Property shall be governed by all applicable City ordinances, resolutions, standards and specifications, and regulations, as may be amended from time to time, subject to the vested rights granted herein.

23. **Good Standing; Authority.** The parties warrant and represent as follows:

A. Developer hereby represents and warrants to the City that: (i) Developer is a registered limited liability company with the State of Utah; (ii) the individual(s) executing this Agreement on behalf of Developer are duly authorized and empowered to bind Developer, and (iii) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

B. City hereby represents and warrants to Developer that (i) the City is a Utah municipal corporation; (ii) the City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-20-101 *et seq.*) and the City's ordinances to enter into and be bound by this Agreement; and (iii) the individual(s) executing this Agreement on behalf of the City are duly authorized and empowered to bind the City.

24. **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.

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

26. **Further Acts.** 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.

27. **Headings.** The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

28. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29. **State and Federal Law; Invalidity.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes mandated by state or federal laws or regulations applicable to the Property. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

30. **Law and Usage**. Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, and the term "person" shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

31. **Jurisdiction and Venue**. The parties hereto agree that any dispute arising from or in relation to this Agreement shall be adjudicated exclusively in either the Utah Fifth District Court in and for Washington County, or in the U.S. District Court for the District of Utah.

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

33. **Expenses**. The Developer and the City shall each pay their own costs and expenses

incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein. Developer shall be responsible for payment of any expenses of the City related to the City's reasonable need for studies or professional services related to Developer's applications and submissions to the City regarding the Project.

34. **Waiver**. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

35. **Effective Date**. This Agreement shall be effective as of the date that this Agreement is recorded in the Washington County Recorder's Office.

(signature page to follow)

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

DEVELOPER:	CITY:
RE Developers, LLC,	TOQUERVILLE CITY,
a Utah limited liability company	a Utah municipal corporation
_____	_____
By:	Dan Catlin, Mayor
Its:	
	Attest:
	_____
	Emily Teaters, Recorder

STATE OF UTAH,)
: ss.
County of Washington.)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of RE Developers, LLC, and that he/she executed the foregoing Development Agreement in behalf of said company, being authorized and empowered to do so, and that the company executed the same freely and voluntarily for the uses and purposes stated therein.

_____
Notary Public

STATE OF UTAH,)
: ss.
County of Washington.)

On the _____ day of _____, 2026, personally appeared before me Dan Catlin, who being by me duly sworn did say that he is the Mayor of the City of Toquerville, and that he executed the foregoing Development Agreement in behalf of the City, being authorized and empowered to do so, and that the City executed the same freely and voluntarily for the uses and purposes stated therein.

_____
Notary Public

PROPERTY OWNER ACKNOWLEDGMENT:

Solara Communities, LLC,
a Utah limited liability company

_____
By:
Its:

STATE OF UTAH,)
: ss.
County of Washington.)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn did say that he/she is the _____ of Solara Communities, LLC, and that he/she executed the foregoing Development Agreement in behalf of said company, being authorized and empowered to do so, and that the company executed the same freely and voluntarily for the uses and purposes stated therein.

_____
Notary Public

EXHIBIT "A"
TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

[INSERT LEGAL DESCRIPTION]

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

PLAN

EXHIBIT "C"
TO DEVELOPMENT AGREEMENT

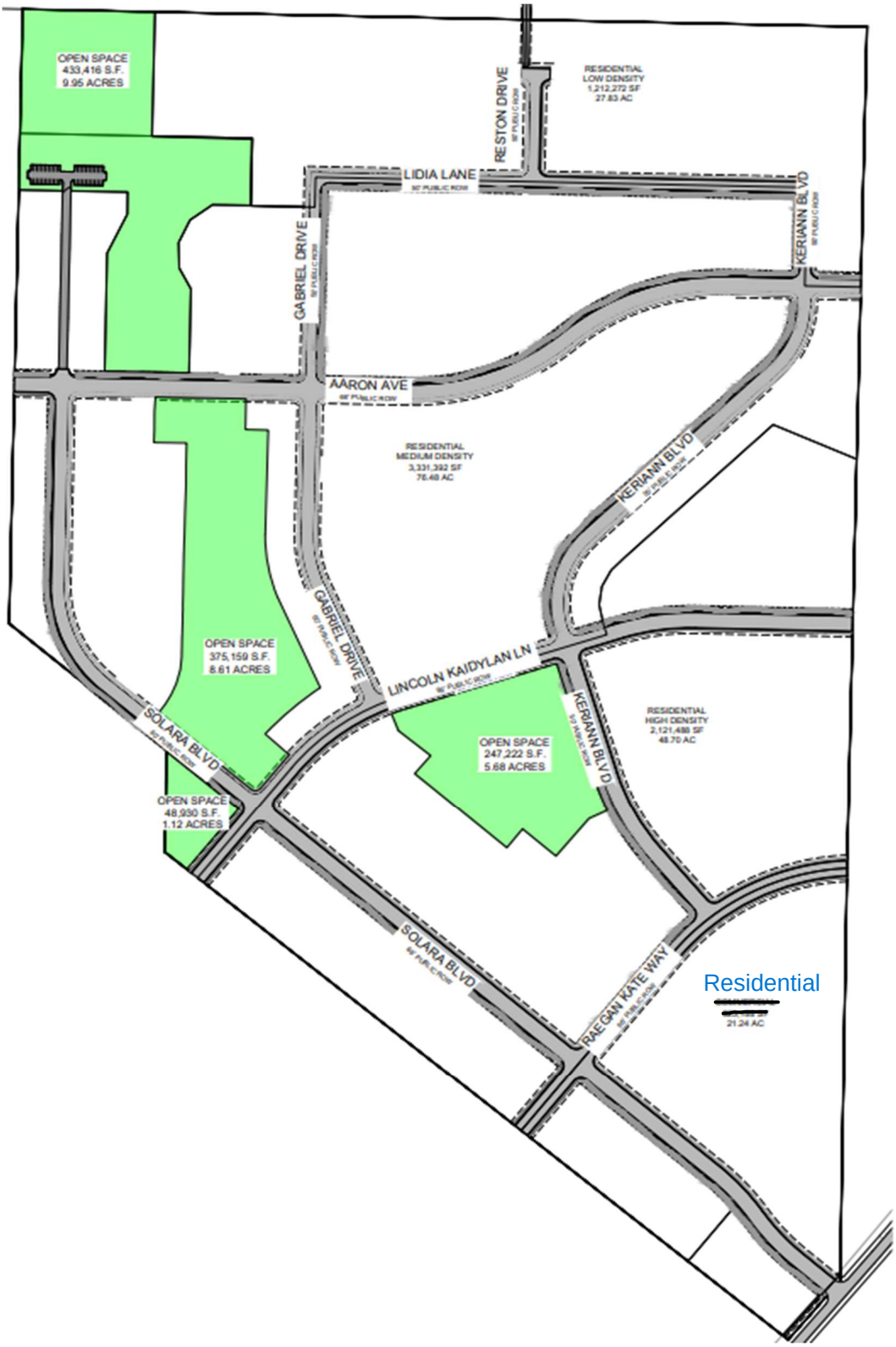
TABLE OF APPROVED LAND USES

SOLARA PLANNED DEVELOPMENT USES AND MAX DENSITIES			
RESIDENTIAL	MULTI FAMILY STACKED FLATS TOWNHOMES PAIRED/CLUSTERED DETACHED SFR LOTS	7.5 DU/ACRE	FRONT = 20' SIDE = 5' BLDG SEPARATION OR 10' FROM ROW REAR = 10' BLDG SEPARATION OR SETBACK FROM SFR

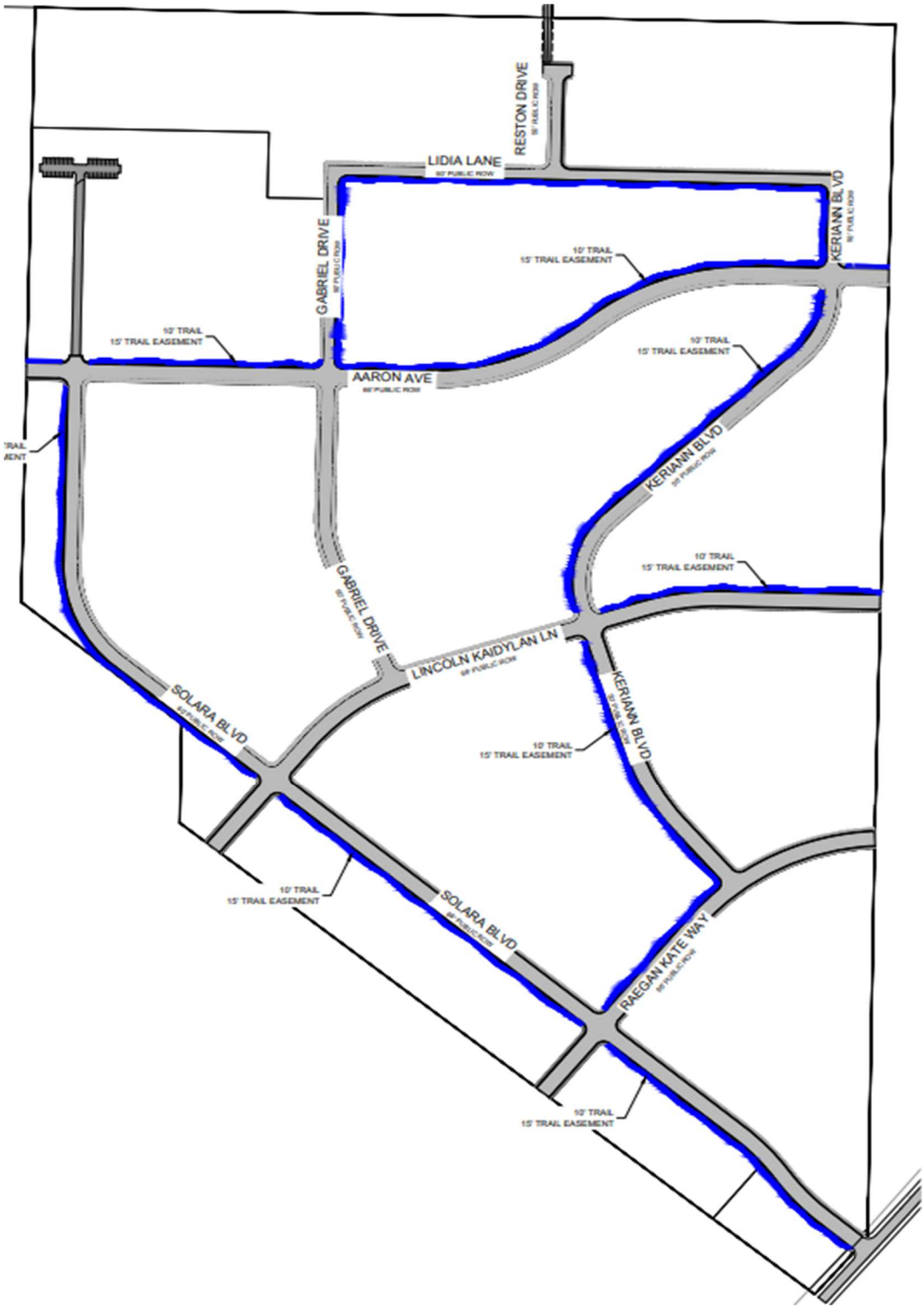
Solara Property Setbacks					
Product	**Front**	**Rear**	**Side**	**Garage**	**Building-to-Building**
Single Family Residential	20'	10'	5'		
Cottages	20'	10'	5'		
Townhomes	20'	10'		20'	15'

Building-to-Building is the width between structures that are considered townhome complexes

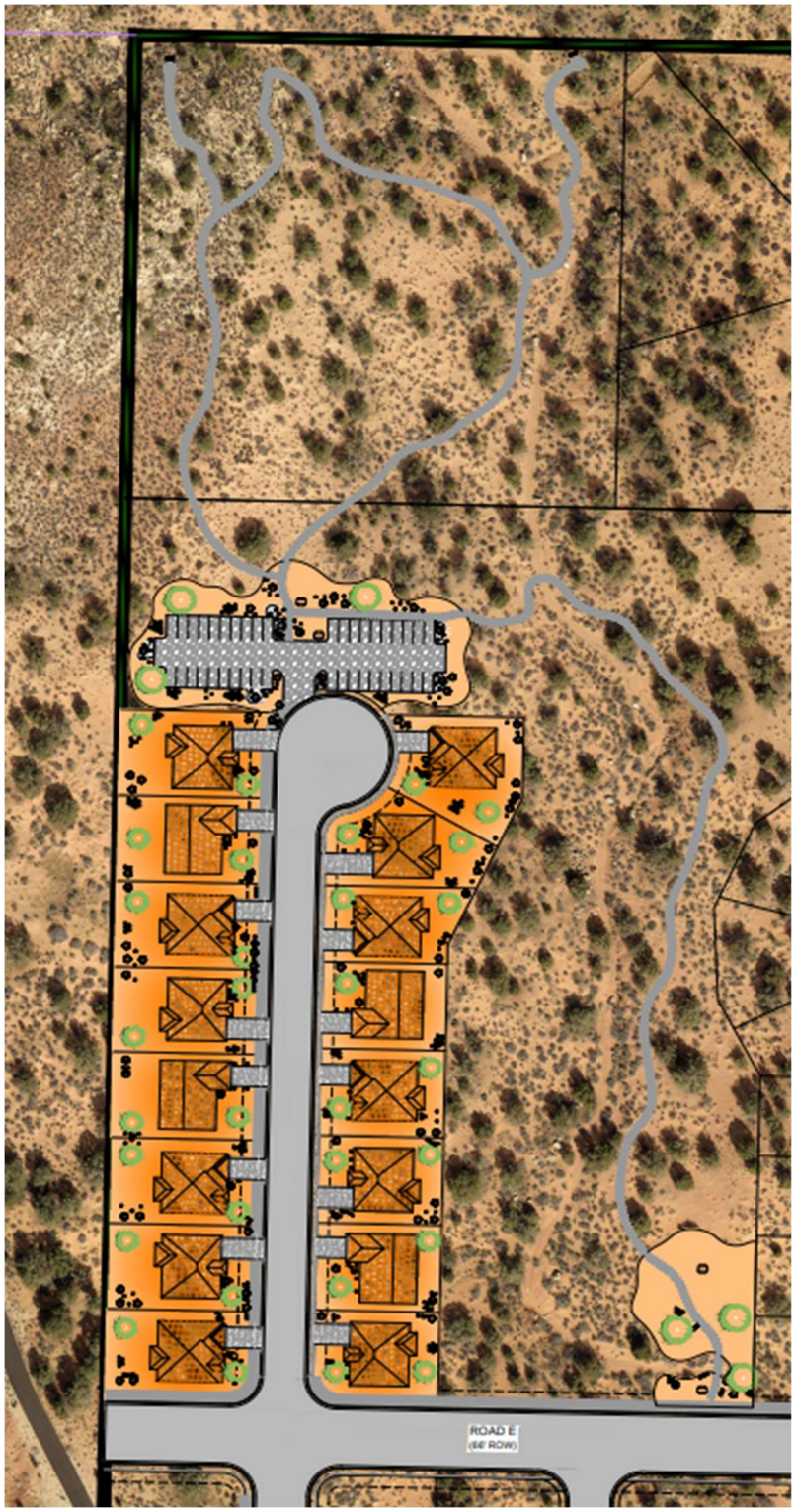
MAXIMUM RESIDENTIAL DENSITY TOTAL NOT TO EXCEED 1,500



This concept is only for demonstration purposes. Potential Open Space is indicated by the green sections which provides an indication of potential Open Space excluding other permitted types of Open Space. This does not include neighborhood parks and amenities.



This concept is only for demonstration purposes. This depicts the Solara internal trail system as if paralleling the community spine roads.



This concept is only for demonstration purposes. Concept of the main trail head at the northwest section of the Solara Community with conceptional depiction of detached single-family residential dwellings along the road to the trail head entrance. The gray colored trail is a natural hiking trail that spans throughout the Community.

Solara

PROJECT TRAILS PLANS

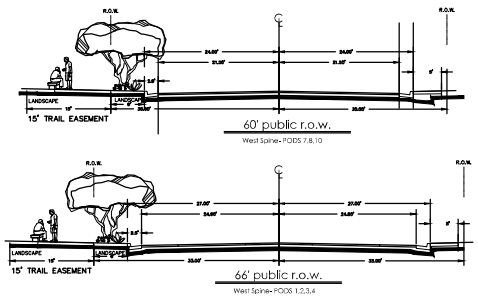
NEAR LEEDS, UTAH

Pod 9 - hill top natural park space
-Primitive gravel trail
-Non irrigated, undisturbed landscape
-Rugged benches, sitting boulders

60'/66' road 10' Wide path
Defined by blue line
-meandering alignment
-lateral movement from back of curb
-to 5' planter strip between path andcurb
-Rugged benches, sitting boulders
-Bollard path lights along pathway
-Distance markers on trail loops

Pod 4 - Amenity Area
-limited lawn play area
-Irrigated landscape
-Desert efficient landscape
-Swimming pool area
-Activity courts

Pod 3 - Amenity Area
-limited lawn play area
-Irrigated landscape
-Desert efficient landscape
-Swimming pool area
-Activity courts



Pod 10 - Pocket park
park space
-Primitive gravel trail
-Non irrigated, undisturbed landscape
-Cabana, shade structure(s)
-Rugged benches, sitting boulders

Pod 4 - hill top natural park
-Primitive gravel trail
-Non irrigated, undisturbed landscape
-Cabana, shade structure(s)
-Rugged benches, sitting boulders

Pod 5 - Amenity Area
-limited lawn play area
-Irrigated landscape
-Desert efficient landscape
-Activity courts

Pod 5 - Park Amenity Area
-limited lawn play area
-Irrigated landscape
-Desert efficient landscape
-Play equipment
-Activity courts

Pod 2 - Amenity Area
-limited lawn play area
-Irrigated landscape
-Desert efficient landscape
-Swimming pool area
-Activity courts

Pod 2 - Park Amenity Area
-limited lawn play area
-Irrigated landscape
-Desert efficient landscape
-Play equipment
-Activity courts

Project monumentation/ signage

TRAILS NARRATIVE

The 10' path trail system in the Solara development is intended to create a walkable, interconnected community and is easily accessed by each home.
The landscape along the path system will be desert adaptive, water efficient irrigated landscape featuring water efficient plant materials, boulders, and decorative gravels.
Lawn will be limited to pods 1-5 amenity areas for play space and will be limited in size.
Pods 6-12 will not have lawn in common areas.

FOR REVIEW
November 2, 2023

COSTANZA PS ASSOCIATES
John J. Costanza Telephone 435-862-8317
P.O. Box 3122
St. George, Utah 84771

November 1, 2023

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 04.08.2026 **Department:** Planning & Zoning

Item Title:
Discussion and possible recommendation on Ordinance 2026.XX – an ordinance amending Title 10, Chapter 17, Section 4, Subsection H of the Toquerville City Code to exempt residential culinary connections covered by the Solara Project Development Agreement from the nightly rental license cap.

Presented By: Kayla Gothard

Attachments:

- Ordinance 2026.XX

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of Ordinance 2026.XX amending Title 10, Chapter 17 to exempt residential culinary connections covered by a development agreement approved through the process for establishing a land use regulation.

Background:

This amendment would exempt properties in areas covered by a development agreement from certain nightly rental limits. Development agreements, like the Solara agreement, set project-specific standards for things like nightly rentals and amenities. This change ensures the nightly rental rules align with what's may be approved in the agreement while keeping all other City regulations in effect.

TOQUERVILLE CITY
ORDINANCE 2026.XX

AN ORDINANCE AMENDING TITLE 10, CHAPTER 17, SECTION 4, SUBSECTION H OF THE TOQUERVILLE CITY CODE TO PROVIDE ALTERNATIVE NIGHTLY RENTAL LICENSE STANDARDS FOR RESIDENTIAL CULINARY CONNECTIONS COVERED BY CITY COUNCIL–APPROVED DEVELOPMENT AGREEMENTS.

RECITALS

WHEREAS, pursuant to Utah Code Annotated § 10-8-85.4 and Title 10, Chapter 9a, Toquerville City is authorized to regulate short-term rental uses through business licensing and land use regulations; and

WHEREAS, Toquerville City has adopted regulations governing nightly rental business licenses, including a limitation based on a percentage of residential culinary connections; and

WHEREAS, the City Council may approve development agreements that provide for residential culinary connections under terms differing from the general standards in Title 10, Chapter 17, Section 4, Subsection H; and

WHEREAS, the City Council finds it appropriate to update the Code to accommodate such agreements and the flexibility they provide for nightly rental licenses;

ORDINANCE

NOW THEREFORE, be it ordained by the City Council of Toquerville City, Utah as follows:

TITLE 10, CHAPTER 17, SECTION 4, SUBSECTION H OF THE TOQUERVILLE CITY CODE IS HEREBY AMENDED AS FOLLOWS:

H. Limit on Total number of Nightly Rental Licenses:

1. A. The maximum number of nightly rental business licenses issued ~~will~~ shall be set at five percent (5%) of the total number of "Eligible Culinary Connections" within Toquerville City limits. For purposes of this Subsection, and except as provided for in H.1.B, the term "Eligible Culinary Connections" is defined as all residential culinary connections within the City.

B. ~~except~~ Where the developer has elected to allow nightly rentals ~~for (i) those residential culinary connections~~ (i) ~~located within a development~~ in one or more commercial planning areas within ~~in~~ an MPDO Zone; ~~where the developer has elected to allow a Nightly Rental Development in their commercial planning areas~~ ~~and~~or (ii) in a development agreement that has been ~~.~~approved through the process for establishing a land use regulation through a development agreement (Utah Code § 10-20-508(2)(a)(iii), as amended), the number of nightly rentals shall be set forth in a development agreement.

1. REPEALER. All ordinances, resolutions and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency and only for the period this Ordinance remains effective. This Repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

2. SEVERABILITY. Should any provision, clause or paragraph of this Ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this Ordinance or the Toquerville City Code to which these amendments apply. The valid part of any provision, clause or paragraph of this Ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections and subsections of this Ordinance, together with the regulations contained therein, are hereby declared to be severable.

3. EFFECTIVENESS. This Ordinance shall become effective immediately upon approval by the City Council.

ADOPTED AND APPROVED BY THE TOQUERVILLE CITY COUNCIL this ____ day of _____ 2026, based upon the following vote:

Councilmember:

Joey Campbell	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____
Todd Sands	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____
Wayne Olsen	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____
Valerie Preslar	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____
Jenny Chamberlain	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____

TOQUERVILLE CITY
a Utah Municipal Corporation

Attest:

_____
Dan Catlin, Toquerville City Mayor

_____
Emily Teaters, Toquerville City Recorder

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 04.08.2026 **Department:** Planning & Zoning

Item Title:
Discussion and possible recommendation on Ordinance 2026.XX - an ordinance amending the Official Zoning Map of Toquerville City to reflect previously approved rezonings.

Presented By: Darrin LeFevre

Attachments:

- Ordinance 2026.XX

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of Ordinance 2026.XX amending the Official Zoning Map of Toquerville City to reflect previously approved rezonings.

Background:

This ordinance amends the official zoning map and serves to ratify and memorialize the zone changes previously approved by the City Council. Each application was noticed for public hearing, and the Planning Commission provided a favorable recommendation. City Council approved each zone change on the dates listed below:

1. **Parcel T-3-0-27-411** – from Highway Commercial (H-C) to Business and Manufacturing (BMP), approved August 7, 2024.
2. **Parcel T-168-G** – from Multiple Use (MU-20) to Agricultural (A-1), approved September 3, 2025.
3. **Parcels T-3-1-4-230, T-3-1-4-231, and T-3167** – from Multiple Use (MU-20) to Single Family Residential (R-1-20), approved September 17, 2025.

TOQUERVILLE CITY
ORDINANCE 2026.XX

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF TOQUERVILLE CITY TO REFLECT PREVIOUSLY APPROVED REZONINGS

RECITALS

WHEREAS, Toquerville City ("City") is an incorporated municipality duly organized under the laws of the State of Utah;

WHEREAS, the City Council is the governing and legislative body of the City and is authorized to adopt or amend land use ordinances, including zoning regulations, pursuant to Utah Code Annotated, Title 10, Chapter 20, Section 503;

WHEREAS, amendments to the City's zoning regulations or Official Zoning Map are processed in accordance with Title 10, Chapter 8, Section 3 of the Toquerville City Code, and pursuant to Title 10, Chapter 8, Section 4 of the Toquerville City Code, applicants of a zone amendment obtain vested rights upon approval;

WHEREAS, the City Council previously approved the rezoning of the following parcels after duly noticed public hearings and recommendations from the Planning Commission:

1. **Parcel T-3-0-27-411** – from Highway Commercial (H-C) to Business and Manufacturing (BMP), approved August 7, 2024;
2. **Parcel T-168-G** – from Multiple Use (MU-20) to Agricultural (A-1), approved September 3, 2025;
3. **Parcels T-3-1-4-230, T-3-1-4-231, and T-3167** – from Multiple Use (MU-20) to Single Family Residential (R-1-20), approved September 17, 2025;

WHEREAS, the City Council desires to ratify and memorialize these prior legislative actions and amend the Official Toquerville City Zoning Map to reflect the approved rezonings.

ORDINANCE

NOW THEREFORE be it ordained by the City Council of Toquerville City, Utah:

1. Zone Change. The following parcels are hereby reclassified and rezoned as set forth below, consistent with the prior approvals of the City Council:

i. Parcel T-3-0-27-411 – H-C to BMP (approved August 7, 2024);
ii. Parcels T-3-1-4-230, T-3-1-4-231, and T-3167 – MU-20 to R-1-20 (approved September 17, 2025);
iii. Parcel T-168-G – MU-20 to A-1 (approved September 3, 2025).

2. Amendment of Toquerville City Official Zoning Map. The City's Official Zoning Map

is hereby amended and restated to reflect the rezoning of the parcels listed in Section 1 as previously approved by the City Council.

3. Severability. If any Section, clause or portion of this Ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

4. Conflicts/Repealer. This Ordinance repeals and supersedes the provisions of any prior ordinance in conflict herewith.

5. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council and execution by the Toquerville City Mayor.

ADOPTED AND APPROVED BY THE TOQUERVILLE CITY COUNCIL this 11th day of March, 2026 based upon the following vote:

Councilmember:								
Joey Campbell	AYE	✓	NAE		ABSTAIN		ABSENT	
Todd Sands	AYE	✓	NAE		ABSTAIN		ABSENT	
Wayne Olsen	AYE	✓	NAE		ABSTAIN		ABSENT	
Valerie Preslar	AYE	✓	NAE		ABSTAIN		ABSENT	
Jenny Chamberlain	AYE	✓	NAE		ABSTAIN		ABSENT	

TOQUERVILLE CITY
A Utah Municipal Corporation

ATTEST:

Dan Catlin, Mayor

Emily Teaters, City Recorder

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 04.08.2026 **Department:** Engineering

Item Title:
Discussion and possible recommendation on Ordinance 2026.XX - an ordinance amending and restating Title 10, Chapter 19D, Section 16 of the Toquerville City Code to update improvement completion assurance requirements and clarify installation warranty obligations.

Presented By: Darrin LeFevre

Attachments:

- Ordinance 2026.XX

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of Ordinance 2026.XX updating requirements for completion assurance bonds and warranty obligations.

Background:

This ordinance updates Toquerville City's completion assurance requirements for public improvements in subdivisions. Previously, the City required a maximum assurance of 115% of the estimated cost of improvements. This ordinance reduces that maximum to 110% to align with Utah Code § 10-20-807 and clarifies the responsibilities for installation and warranty of improvements.

TOQUERVILLE CITY
ORDINANCE 2026.XX

AN ORDINANCE AMENDING AND RESTATING TITLE 10, CHAPTER 19D, SECTION 16 OF THE TOQUERVILLE CITY CODE TO UPDATE IMPROVEMENT COMPLETION ASSURANCE REQUIREMENTS AND CLARIFY INSTALLATION AND WARRANTY OBLIGATIONS

RECITALS

WHEREAS, Toquerville City ("City") is an incorporated municipality duly organized under the laws of the State of Utah;

WHEREAS, the Toquerville City Council ("City Council"), as the legislative body of the City, is authorized under Utah Code Ann. § 10-20-503 to enact and amend land use regulations to protect the health, safety, and welfare of the community; and

WHEREAS, the City Council desires to update the maximum improvement completion assurance to comply with state law, including Utah Code Ann. § 10-20-807, and to make clarifications regarding installation and warranty responsibilities; and

WHEREAS, this amendment is intended to protect the public health, safety, and welfare by ensuring that required improvements are properly installed, maintained, and warranted.

ORDINANCE

NOW THEREFORE, be it ordained by the City Council of Toquerville City, Utah as follows:

TITLE 10, CHAPTER 19D, SECTION 16 OF THE TOQUERVILLE CITY CODE IS HEREBY AMENDED AS FOLLOWS:

1. Security Agreement:

a. The developer/owner, if electing to record the final plat prior to completion of public improvements, shall enter into a security agreement and provide a cash bond deposited with the City, an irrevocable letter of credit or an escrow security agreement for the improvements on the final plat or site plan as directed by the City Council and/or City Attorney. The improvement guarantee shall be posted prior to the City Attorney signing of the final plat or site plan, and prior to recording of any accompanying documents. The security agreement shall be included in the recorded development agreement.

b. The cash bond, irrevocable letter of credit or escrow security agreement shall ensure the timely and satisfactory construction of all required public improvements, private streets and sidewalks, perimeter walls, and streetscape buffers and provide a guarantee for said improvements. The City Engineer shall determine the amount of the

improvement guarantee, which shall be one hundred ten~~fifteen~~ percent (110~~5~~%) of the estimated cost of the improvements.

c. The improvement guarantee may be reduced at intervals at the request of the subdivider as improvements are installed and accepted by the City as specified in the development agreement. No security shall be reduced below ten~~fifteen~~ percent (10~~5~~%) of the City Engineer's estimated cost of the improvements to be installed until final acceptance by the City Council following the warranty period.

2. Installation Of Improvements:

a. The developer/owner may install improvements after approval of the final plat and recording of the development agreement in lieu of bonding for required improvements.

b. Notwithstanding subsection (a), if installation of improvements impacts or connects to public utilities, streets, sidewalks, or other public rights-of-way, the City may require a security agreement or bond in a form approved by the City. ~~A restoration bond equal to one hundred fifteen percent (115%) of the City Engineer estimate per platted lot for the project or phase of the project being constructed. This bond shall be posted prior to construction of any improvements in accordance with the recorded development agreement. This restoration bond is intended to protect the City from unfinished improvements that may create safety hazards or nuisance and debris problems.~~

c. All improvements shall be completed in accordance with approved construction drawings as required by this Chapter and shall be approved by the City Engineer prior to the recording of the final plat.

D. Warranty Period: Each developer shall warrant the public improvements associated with the development for the duration of the warranty period described below, in a form approved by the City. The warranty period for public improvements shall commence on the date that all City required improvements associated with the development have been completed to the satisfaction of the City and a final inspection thereof has been made approving the same. The warranty period shall commence at that date and shall continue for one year thereafter for all improvements. If any deficiencies are found by the City during the warranty period in materials or workmanship, the developer shall promptly resolve such defects or deficiencies and request the City Engineer to reinspect the improvements. If the defective or deficient improvements are not corrected, the City will give notice to the developer of the action to file on the security agreement for completion of the improvements. At the end of the one year period, as applicable, the developer shall request the City staff to make a final warranty period inspection of all improvements. If the City Engineer verifies that the improvements are acceptable, the security posted by the developer under the security agreement shall be released. (Ord. 2012.04, 1-18-2012; amd. Ord. 2024.22, 11-20-20_24)

1. REPEALER. All ordinances, resolutions and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency and only for the period this Ordinance remains effective. This Repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

2. SEVERABILITY. Should any provision, clause or paragraph of this Ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this Ordinance or the Toquerville City Code to which these amendments apply. The valid part of any provision, clause or paragraph of this Ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections and subsections of this Ordinance, together with the regulations contained therein, are hereby declared to be severable.

3. EFFECTIVENESS. This Ordinance shall become effective immediately upon approval by the City Council.

ADOPTED AND APPROVED BY THE TOQUERVILLE CITY COUNCIL this ____ day of _____ 2026, based upon the following vote:

Councilmember:

Joey Campbell	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____
Todd Sands	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____
Wayne Olsen	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____
Valerie Preslar	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____
Jenny Chamberlain	AYE	_____	NAE	_____	ABSTAIN	_____	ABSENT _____

TOQUERVILLE CITY
a Utah Municipal Corporation

Attest:

_____
Dan Catlin, Toquerville City Mayor

_____
Emily Teaters, Toquerville City Recorder