

TOQUERVILLE CITY
PLANNING COMMISSION MEETING AGENDA
May 13, 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 Christensen
3. Statement of Belief/Opening Prayer – Commissioner Harrison
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 April 8, 2026, Planning Commission Meeting.

D. PUBLIC HEARINGS:

1. **Preliminary Plat Application** for phases one through three of Residential Planning Area 11 (PA-11) within the Firelight MPDO (Tax IDs: T-3-1-11-340, T-3-1-11-342, T-3-1-11-330, T-182-A, T-182-B, and T-1237).
2. **Zone Change Application** for Tax ID: T-125-H. The current zoning is Agricultural (A-1 District), and the proposed zoning is Agricultural (A-0.5 District).
3. **General Plan Amendment Application** proposing a Future Land Use Map amendment to change the designation for Tax ID: T-149 from Residential to Agricultural.
4. **Zone Change Application** for Tax ID: T-149. The current zoning is Single-Family Residential (R-1-20 District), and the proposed zoning is Agricultural (A-0.5 District).
5. **Nightly Rental Application** for 220 W Old Church Road. Tax ID: T-91-B-4, current zoning is Agricultural (A-1 District).
6. **Pre-Annexation Agreement** between Toquerville City and Solara Communities, LLC and RE Developers, LLC for Tax ID: 3151-A-1-HV, a 200-acre property currently located in unincorporated Washington County, Utah, proposed for residential development.
7. **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) located on Tax ID: 3151-A-1-HV.

8. **Ordinance 2026.XX** – an ordinance amending Title 10, Chapter 17, Section 4, Subsection H of the Toquerville City Code to provide that the City’s standard cap on nightly rental licenses will not apply to developments where nightly rentals are specifically authorized in a development agreement that has been approved by City Council through the required legislative process for land use regulations (Utah Code 10-20-508(20-508(2)(a)(iii)). In such cases, the number and terms of nightly rentals will be governed by the applicable development agreement.
9. **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.
10. **Ordinance 2026.XX** – an ordinance amending Title 10, Chapter 3, Section 1 of the Toquerville City Code to add provisions establishing a process for the removal of any Planning Commission member.

E. BUSINESS:

1. **Discussion and possible approval** of a Preliminary Plat Application submitted by Firelight Development for phases one through three of Residential Planning Area 11 (PA-11) within the Firelight MPDO (Tax IDs T-3-1-11-340, T-3-1-11-342, T-3-1-11-330, T-182-A, T-182-B, and T-1237). The site, located south of Sunset Avenue and west of Mulberry Drive, is currently zoned Single Family Residential (R-1-20).
2. **Discussion and possible recommendation** on a Zone Change Application submitted by All Star Excavating, LLC for the property located at Tax ID: T-125-H. The current zoning is Agricultural (A-1 District), and the proposed zoning is Agricultural (A-0.5 District).
3. **Discussion and possible recommendation** on a General Plan Amendment Application submitted by Nolan Pearson. The application proposes a Future Land Use Map amendment to change the designation for Tax ID: T-149 from Residential to Agricultural. If approved, the designation would support open space and agricultural uses. This may include zoning such as Agricultural (A-0.5 and A-1), other zones that permit agricultural uses (such as MU-20), open space, large lot residential, and agricultural or open space-related uses.
4. **Discussion and possible recommendation** on a Zone Change Application submitted by Nolan Pearson for the property located at Tax ID: T-149. The current zoning is Single-Family Residential (R-1-20 District), and the proposed zoning is Agricultural (A-0.5 District).
5. **Discussion and possible recommendation** on a Nightly Rental Application for 220 W Old Church Road, submitted by Jared Darger. Tax ID: T-91-B-4, current zoning is Agricultural (A-1 District).
6. **Discussion and possible recommendation** on a Pre-Annexation Agreement between Toquerville City and Solara Communities, LLC and RE Developers, LLC for Tax ID: 3151-A-1-HV, a 200-acre property currently located in unincorporated Washington County, Utah, proposed for residential development.

7. **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) located on Tax ID: 3151-A-1-HV.
8. **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 provide that the City’s standard cap on nightly rental licenses will not apply to developments where nightly rentals are specifically authorized in a development agreement that has been approved by City Council through the required legislative process for land use regulations (Utah Code 10-20-508(20-508(2)(a)(iii)). In such cases, the number and terms of nightly rentals will be governed by the applicable development agreement.
9. **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.
10. **Discussion and possible recommendation** on Ordinance 2026.XX – an ordinance amending Title 10, Chapter 3, Section 1 of the Toquerville City Code to add provisions establishing a process for the removal of any Planning Commission member.

F. REPORTS:

1. Planning Commission Chair
2. Planning Commissioners
3. Planning & Zoning Administrator – Emily Teaters
4. Assistant City Manager, Darrin LeFevre

G. 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 May 11, 2026, by Toquerville City Recorder, Emily Teaters.

TOQUERVILLE CITY
PLANNING COMMISSION MEETING MINUTES

April 8, 2026, at 6:00 pm
212 N. Toquer Blvd, Toquerville Utah

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

A. CALL TO ORDER – 6:00 PM

https://www.youtube.com/live/iTvG9_eJ7co?si=q6ROV42uChv-zTxF&t=66

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

B. APPROVAL OF AGENDA:

1. Approval of agenda order.

https://www.youtube.com/live/iTvG9_eJ7co?si=Ksuu7sC57K-4sYQl&t=167

Chair Haymore brought up his concerns with agenda items #3 and #4. Attorney Gothard recommended that the Commissioners consolidate agenda items #2 and #3 into one discussion with separate votes and clarified the difference between pre-annexation and normal annexation. The Commissioners discussed the agenda items. Chair Haymore also shared his concerns with the Commissioners being contacted individually regarding agenda items.

Commissioner Leavitt made a motion to adopt the agenda and consolidate items two and three as one discussion item. Commissioner Harrison seconded the motion. Motion carried 4-1. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Mila Allinson – aye, Dean Haymore – nay.

C. CONSENT AGENDA:

https://www.youtube.com/live/iTvG9_eJ7co?si=xCpznrcOaFmlTVjZ&t=610

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

Commissioner Leavitt made a motion to accept the minutes as posted from the March 11, 2026, Planning Commission meeting. Commissioner Harrison seconded the motion. Motion carried 4-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Haymore – aye, Mila Allinson – abstain.

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.

https://www.youtube.com/live/iTvG9_eJ7co?si=4ULwn2F0i5py1844&t=665

Darrin LeFevre requested the item be tabled on behalf of the applicant.

Commissioner Harrison made a motion to table the item based on what Mr. LeFevre described. Commissioner Leavitt seconded the motion. Motion carried 5-0. Glenn

Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Haymore – aye, Mila Allinson – aye.

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.

https://www.youtube.com/live/iTvG9_eJ7co?si=4dBgEqUD2ffBoFLa&t=716

Attorney Gothard summarized the pre-annexation agreement and development agreement. Aaron Tilton with Solara Communities presented a high-level overview of the proposed development and provided additional details regarding the approximately 200-acre property. He reviewed approvals previously granted by Washington County and discussed prior meetings with the Washington County Water Conservancy District (WCWCD). Aaron stated that the item was being presented at the request of Toquerville City and WCWCD officials and noted that DR Horton would serve as the home builder.

Chair Haymore asked questions regarding the proposed PID, and Ben Billingsley clarified that the PID would be through Washington County rather than Toquerville City. Aaron also stated that multiple studies had been completed and responded to questions from Commissioner Welker regarding access to the development.

The Planning Commission discussed housing opportunities in Toquerville, the proposed nightly rental concept, project density, and potential impacts and benefits to the City. Aaron reviewed conceptual layouts showing the various housing product types and noted that the development agreement with Washington County includes ultra-efficient water standards. The commission and staff discussed scheduling a field visit to the property and compiling a list of additional items for further review. Attorney Gothard also responded to questions from Commissioner Allinson regarding the creation of a new zoning district and outlined additional agreement items that would require further review.

Commissioner Harrison made a motion to table the item for more information including access provision, the development agreement for 75 units, last unapproved redline agreement, environmental impact study, cost of water, latest agreement with Washington County Water Conservancy District, correction on page 4 section F, and a tour of the land, as well as the ‘will serve’ letters, PID formation documents, and that its added to the agenda for May 13th.

Commissioner Leavitt seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

- 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.

Chair Haymore opened the public hearing. There were no comments from the public. Chair Haymore closed the public hearing.

Commissioner Allinson made a motion to close the public hearing.

Commissioner Harrison seconded the motion. Motion carried 5-0. Glenn Leavitt –

aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

- 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.

https://www.youtube.com/live/iTvG9_eJ7co?si=4dBgEqUD2ffBoFLa&t=716

The Planning Commission discussed this item in conjunction with item #2.

Commissioner Harrison made a motion to table item 3, the development agreement, as per everything previously listed in item 2. Commissioner Leavitt seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

- 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.

Chair Haymore opened the public hearing. There were no comments from the public. Chair Haymore closed the public hearing.

Commissioner Allinson made a motion to close the public hearing. Commissioner Harrison seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

- 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.

https://www.youtube.com/live/iTvG9_eJ7co?si=5CDyULHpLGgI3DYT&t=7673

The commissioners briefly discussed this item. Attorney Gothard recommended to table the item until more information is received.

Commissioner Leavitt made a motion to table the item pending further information. Commissioner Harrison seconded the motion. Motion carried 5-0. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

- 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.

Chair Haymore opened the public hearing. There were no comments from the public. Chair Haymore closed the public hearing.

Commissioner Allinson made a motion to close the public hearing. Commissioner Harrison seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

5. **Discussion and possible recommendation** on Ordinance 2026.XX – an ordinance amending the Official Zoning Map of Toquerville City to reflect previously approved rezonings.

https://www.youtube.com/live/iTvG9_eJ7co?si=dlxiHclSBRCQWmR9&t=7891

Attorney Gothard summarized the ordinance and listed the previously approved rezonings. The Commissioners and staff briefly discussed this item.

Commissioner Allinson made a motion to recommend approval of Ordinance 2026.XX amending the Official Zoning Map of Toquerville City to reflect previously approved rezonings. Commissioner Harrison seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

- 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.

Chair Haymore opened the public hearing. There were no comments from the public. Chair Haymore closed the public hearing.

Commissioner Leavitt made a motion to close the public hearing. Commissioner Harrison seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

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 updated improvement completion assurance requirements and clarify installation warranty obligations.

https://www.youtube.com/live/iTvG9_eJ7co?si=byDfO37T0ft19FGw&t=8084

Darrin LeFevre introduced this item and noted that the Ordinance brings the City into compliance with state statute. Attorney Gothard noted this isn't the most recent version and recommended tabling the item.

Commissioner Leavitt made a motion to table this agenda item until next month so all the changes can be updated. Commissioner Harrison seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila

- 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.

Chair Haymore opened the public hearing. There were no comments from the public. Chair Haymore closed the public hearing.

Commissioner Harrison made a motion to close the public hearing. Commissioner Allinson seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

E. REPORTS:

https://www.youtube.com/live/iTvG9_eJ7co?si=L35JvaHGZ7lp4pvE&t=8270

1. Planning Commission Chair
No reports.
2. Planning Commissioners
No reports.
3. Assistant City Manager, Darrin LeFevre
Darrin provided updates on IME Automations, Sapp Bros grand opening, the Anderson Junction waterline project, and a groundbreaking at Indigo at Firelight.

F. ADJOURN:

https://www.youtube.com/live/iTvG9_eJ7co?si=Yfue3riWC7s5Vqhb&t=8423

Commissioner Leavitt motioned to adjourn. Commissioner Harrison seconded the motion. Motion carried 5-0. Glenn Leavitt – aye, Angela Harrison – aye, Mark Welker – aye, Dean Haymore – aye, Mila Allinson – aye.

Chair Haymore adjourned the meeting at 8:20pm.

Planning Chair – Dean Haymore

Date

Attest: City Recorder – Emily Teaters

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 05.13.2026

Department: Planning & Zoning

Item Title:

Discussion and possible approval of a Preliminary Plat Application submitted by Firelight Development for phases one through three of Residential Planning Area 11 (PA-11) within the Firelight MPDO (Tax IDs T-3-1-11-340, T-3-1-11-342, T-3-1-11-330, T-182-A, T-182-B, and T-1237). The site, located south of Sunset Avenue and west of Mulberry Drive, is currently zoned Single Family Residential (R-1-20).

Presented By: Emily Teaters

Attachments:

- Preliminary Plat Packet
- Planning Area Map – Firelight MPDO

Options:

Approval/Remand

Possible Motion (Approval):

I move that the Planning Commission, as the Preliminary Land Use Authority, grant conditional approval of the Preliminary Plat for phases 1-3 in Residential Planning Area 11 of the Firelight MPDO, finding that the application is complete under 10-19C-3 and the City's Subdivision Submittal Policy, and that this approval is pre-conditioned upon a Hillside Development Permit being approved prior to Final Plat approval and the land being purchased by the developer.

Background:

The Preliminary Plat covers Phases 1 through 3 within Residential Planning Area 11 of the Firelight MPDO. A final site plan for this planning area was previously approved by both the Planning Commission and City Council, and the proposed plan remains generally consistent with that approved layout.

Staff has reviewed the submittal and determined it to be complete in accordance with the Preliminary Plat requirements of the subdivision ordinance (10-19C-3) and the City's Subdivision Submittal Policy. All required supporting documents have been provided, including preliminary drainage, grading, landscaping, utility plans, geotechnical report, title report, and hydrology report.

As the Preliminary Land Use Authority under the subdivision code, the Planning Commission is responsible for reviewing the plat for consistency with City requirements and standards, including the approved development agreement governing this area. If the Commission finds the application complies with those standards, it should approve the Preliminary Plat. It is also noted that portions of the property are not yet fully under applicant ownership, and consistent with the development agreement, any approval would be conditioned on acquisition of the

remaining property prior to the expiration of the plat approval.

PRELIMINARY PLAT APPLICATION

Fee: \$1,000.00

Name: Firelight Development, Inc. Telephone: 435-673-4300

Address: 1404 Sun River Pkwy Ste 200

Email: stephen@fieldhousedevelopment.com

Agent (If Applicable): Adam Allen/American Consulting and Engineering Telephone: 435-680-6711

Address/Location of Subject Property: Southwest of Toquerville Parkway and Westfield Rd

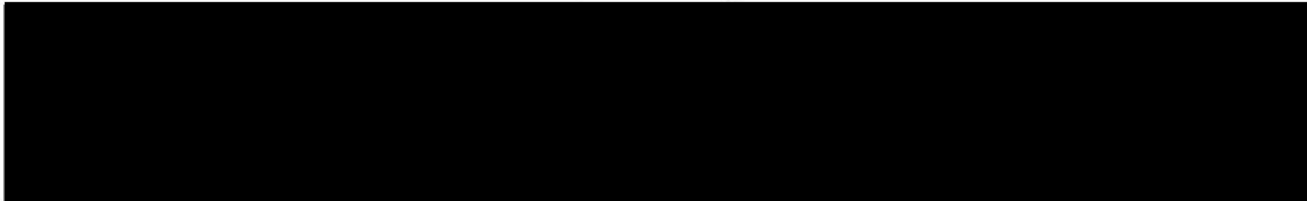
Tax ID of Subject Property: T-3-1-11-340, T-3-1-11-342, T-3-1-11-330, T-182-A Zone District: R1-10 (MPDO)

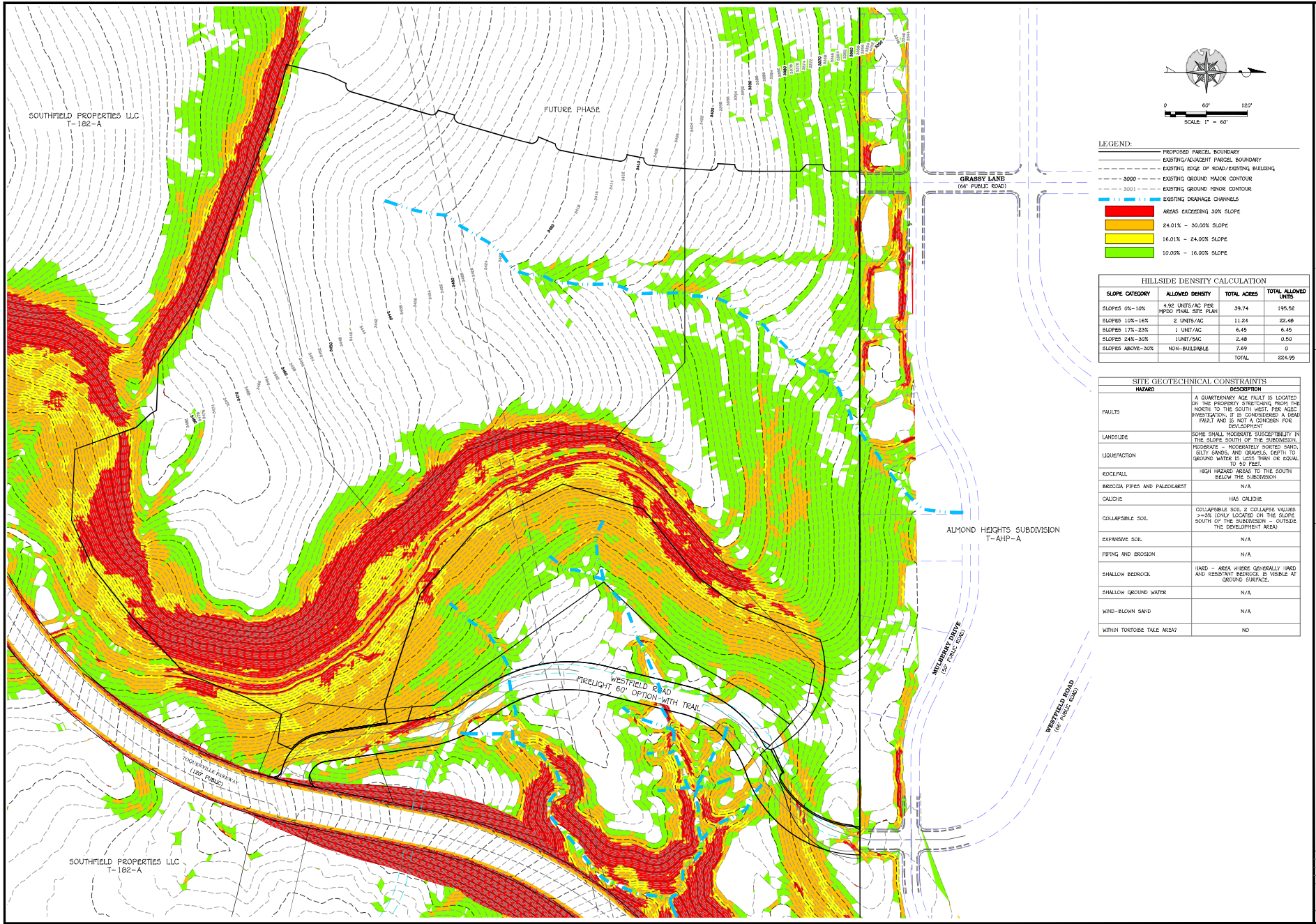
Proposed Use: (Describe, use extra sheet if necessary) Single family development per MPDO criteria

Submittal Requirements: The preliminary plat application shall consist of an application form and required fee, Toquerville City's Owner Affidavit and Consent, Professional Services Agreement and Acknowledgement of Water Supply, an electronic copy of all plans and maps in PDF format, the preliminary subdivision plat drawings and (3) legible paper copies, drawn to scale and including all requirements on the Toquerville City Policy 2025.01 – Subdivision Submittal Policy.

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the third Wednesday of each month at 6:30 p.m. Contact the Planning Department for submission deadlines.

***** (Office Use Only) *****





SOUTHFIELD PROPERTIES LLC
T-182-A

FUTURE PHASE

GRASSY LANE
(66' PUBLIC ROAD)

ALMOND HEIGHTS SUBDIVISION
T-AHP-A

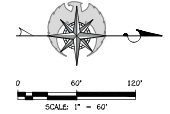
WESTFIELD ROAD
FIRELIGHT 60' OPTION WITH TRAIL

TOQUERVILLE AVENUE
(100' PUBLIC ROAD)

WEBBER DRIVE
(60' PUBLIC ROAD)

RESTRICTED ROAD
(60' PUBLIC ROAD)

SOUTHFIELD PROPERTIES LLC
T-182-A



LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING/ADJACENT PARCEL BOUNDARY
- EXISTING EDGE OF ROAD/EXISTING BUILDING
- -3000--- EXISTING GROUND MAJOR CONTOUR
- -3001--- EXISTING GROUND MINOR CONTOUR
- EXISTING DRAINAGE CHANNELS

SLOPE CATEGORIES:

- Red: AREAS EXCEEDING 30% SLOPE
- Orange: 24.01% - 30.00% SLOPE
- Yellow: 16.01% - 24.00% SLOPE
- Green: 10.00% - 16.00% SLOPE

HILLSIDE DENSITY CALCULATION

SLOPE CATEGORY	ALLOWED DENSITY	TOTAL ACRES	TOTAL ALLOWED UNITS
SLOPES 0% - 10%	4.92 UNITS/AC PER MPDO FINAL SITE PLAN	59.74	195.92
SLOPES 10% - 16%	2 UNITS/AC	11.24	22.48
SLOPES 17% - 20%	1 UNIT/AC	4.45	4.45
SLOPES 24% - 30%	1 UNIT/AC	2.48	0.50
SLOPES ABOVE - 30%	NON-BUILDABLE	7.69	0
TOTAL			224.95

SITE GEOTECHNICAL CONSTRAINTS

HAZARD	DESCRIPTION
FAULTS	A QUATERNARY AGE FAULT IS LOCATED ON THE PROPERTY, SPECIFICALLY FROM THE NORTH TO THE SOUTH WEST. PRE AGE INVESTIGATION IT IS CONSIDERED A NORMAL FAULT AND IS NOT A CONCERN FOR DEVELOPMENT.
LANDSLIDE	SOME SMALL MODERATE SUSCEPTIBILITY IN THE SLOPE SOUTH OF THE SUBDIVISION.
LIQUEFACTION	MODERATE - MODERATELY SORTED SAND, SILTY SANDS, AND GRAVELS, DEPTH TO GROUND WATER IS LESS THAN OR EQUAL TO 50 FEET.
ROCKFALL	HIGH HAZARDOUS AREAS TO THE SOUTH BELOW THE SUBDIVISION.
BRIDGE PILES AND PALCOARIST	N/A
CAVITIES	HAS CAVITIES
COLLAPSIBLE SOIL	COLLAPSIBLE SOIL 2 COLLAPSE VALUES > 3% (ONLY LOCATED ON THE SLOPE SOUTH OF THE SUBDIVISION - OUTSIDE THE DEVELOPMENT AREA).
EXPANSIVE SOIL	N/A
PIPING AND EROSION	N/A
SHALLOW BEDROCK	HARD - AREA WHERE GENERALLY HARD AND RESISTANT BEDROCK IS VISIBLE AT GROUND SURFACE.
SHALLOW GROUND WATER	N/A
WIND-BLOWN SAND	N/A
WILDERNESS TORTOISE TAPE AREA?	NO

REVISIONS

NO.	DATE	DESCRIPTION

**PRELIMINARY
NOT FOR
CONSTRUCTION**



MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH
EXISTING CONDITIONS
PRELIMINARY PLAT PHASES 1-3

JOB # 25-006-7
DRAWN BY: CJP
CHECKED BY: ABC
DATE: 05/07/2026

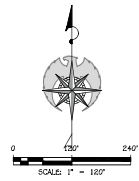
P.2.1
SHEET: 3 OF 24



SOUTHFIELD PROPERTIES LLC
T-182-A

SOUTHFIELD PROPERTIES LLC
T-182-A

C:\projects\americn\04 large projects\506 firelight\25-506-7 pa-11\03 drawings\sheet site\preliminary plan\25-506-7 Site Plan.dwg



LEGEND:

- PROPOSED PARCEL BOUNDARY
- EXISTING ADJACENT PARCEL BOUNDARY
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CENTERLINE ALIGNMENT
- EXISTING CENTERLINE ALIGNMENT
- PROPOSED SETBACK LINE
- PHASE LINE
- SHEET MATCH LINE
- PROPOSED ROCK WALL (SEE GRADING PLANS)
- EXISTING ROCK WALL
- OPEN SPACE
- COMMON AREA (LANDSCAPE AREA - OWNED AND MAINTAINED BY HOA)

PH 1-3 AMENITY INFORMATION

PLANNED TRAILS	2438 LF
SMALL PARK	1.29 AC
PICKLEBALL COURT	2
HALF BASKETBALL COURT	1
PAVILION	1
PLAYGROUND	1

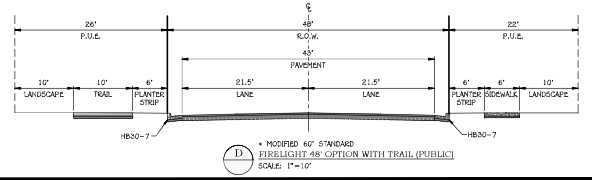
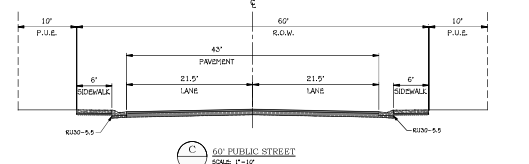
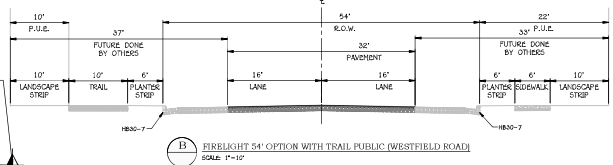
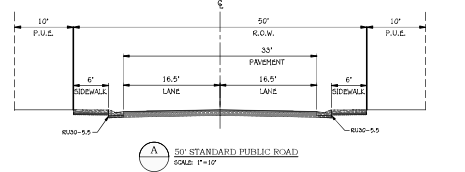
NOTE:
* AMENITIES SHOWN ARE CONCEPTUAL

SITE AREA INFORMATION

DESCRIPTION	ACRE	PERCENT
PUBLIC ROW STREET R.O.W.	12.42	16.38
LOTS	33.91	50.17
OPEN SPACE	15.99	23.49
COMMON AREA	5.17	7.65
PARKING AREA	0.21	0.31
TOTAL	67.59	100.00
PREVIOUS AREA	32.92	48.70
PREVIOUS AREA	34.67	51.30
TOTAL	67.59	100.00
TOTAL PLANNED TRAILS	2438	LF

PHASING DENSITY

PHASE	AREA (AC)	TOTAL S.F. LOTS	DENSITY (UNIT/ACRE)	AVERAGE LOT SIZE (SQ FT)
PHASE 1	24.50	37	1.51	16309
PHASE 2	11.23	17	1.51	14651
PHASE 3	31.86	40	1.26	15651
TOTAL	67.59	94	1.39	



REVISIONS

NO.	DATE	DESCRIPTION

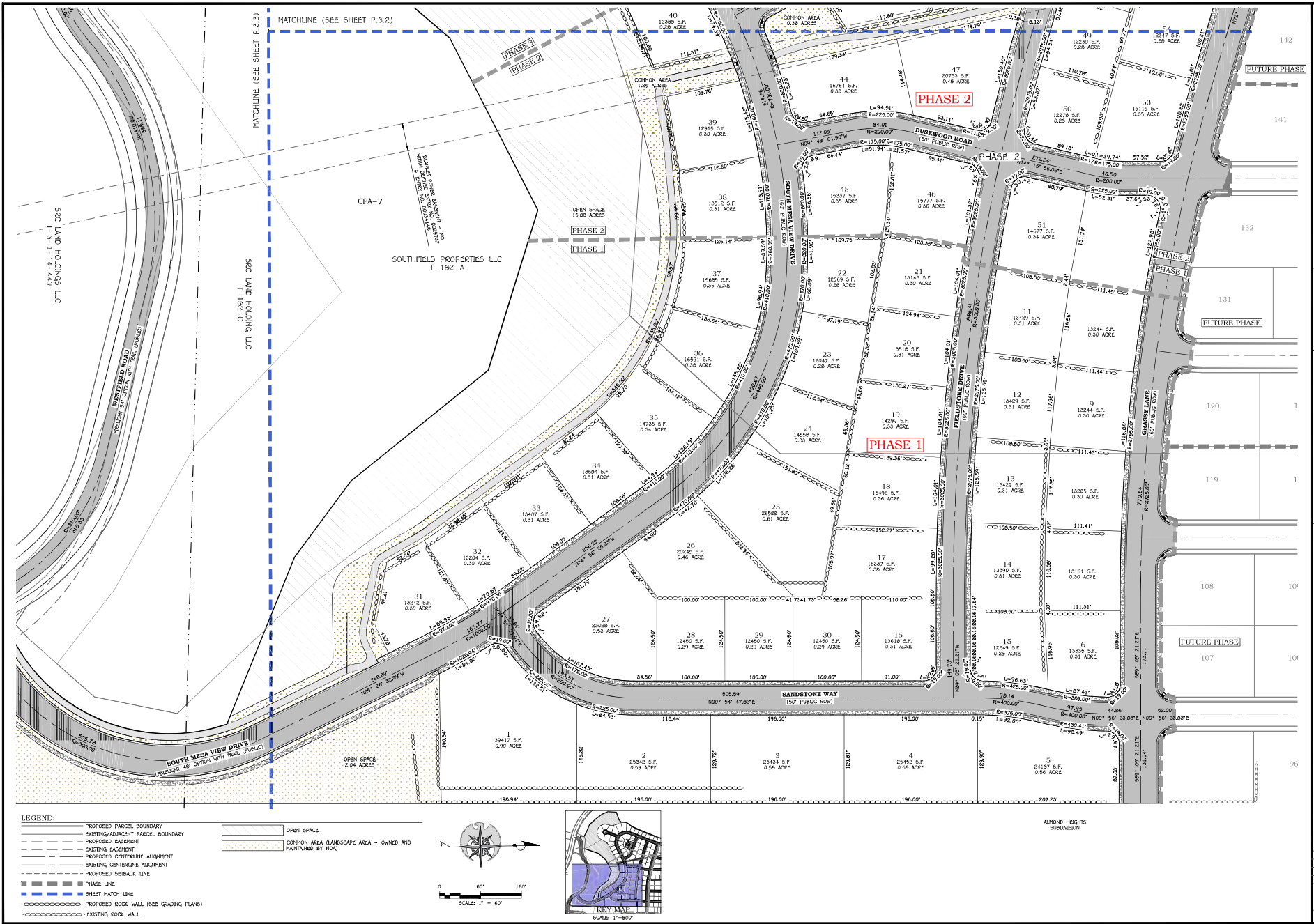
**PRELIMINARY
NOT FOR
CONSTRUCTION**



MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH
OVERALL SITE PLAN
PRELIMINARY PLAT PHASES 1-3

JOB NO. 25-506-7
DRAWN BY: CLP
CHECKED BY: ARC
DATE: 05/07/2026

P.3.0
SHEET: 4 OF 24



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NO.	DATE	DESCRIPTION

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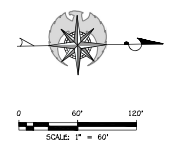
AMERICAN CONSULTING & ENGINEERING
1173 S. 200 W. SUITE 107 CARROLL, UT 84302

MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH

SITE PLAN 1
PRELIMINARY PLAT PHASES 1-3

P.3.1

JOB # 25-506-7
DRAWN BY: CDP
CHECKED BY: ABC
DATE: 05/07/2026
SHEET: 5 OF 24



SOUTHFIELD PROPERTIES LLC
T-182-A

- LEGEND:**
- PROPOSED PARCEL BOUNDARY
 - - - EXISTING/ADJACENT PARCEL BOUNDARY
 - - - PROPOSED EASEMENT
 - - - EXISTING EASEMENT
 - - - PROPOSED CENTERLINE ALIGNMENT
 - - - EXISTING CENTERLINE ALIGNMENT
 - - - PROPOSED SETBACK LINE
 - - - PHASE LINE
 - - - SHEET MATCH LINE
 - - - PROPOSED ROCK WALL (SEE GRADING PLANS)
 - - - EXISTING ROCK WALL
 - - - OPEN SPACE
 - - - COMMON AREA (LANDSCAPE AREA - OWNED AND MAINTAINED BY HOA)

NOTE:

- AMENITIES SHOWN ARE CONCEPTUAL



NO.	DATE	DESCRIPTION

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AMERICAN
CONSULTING & ENGINEERING

1172 S. 200 W. SUITE 100, CARLSBAD, UT 84707

MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH

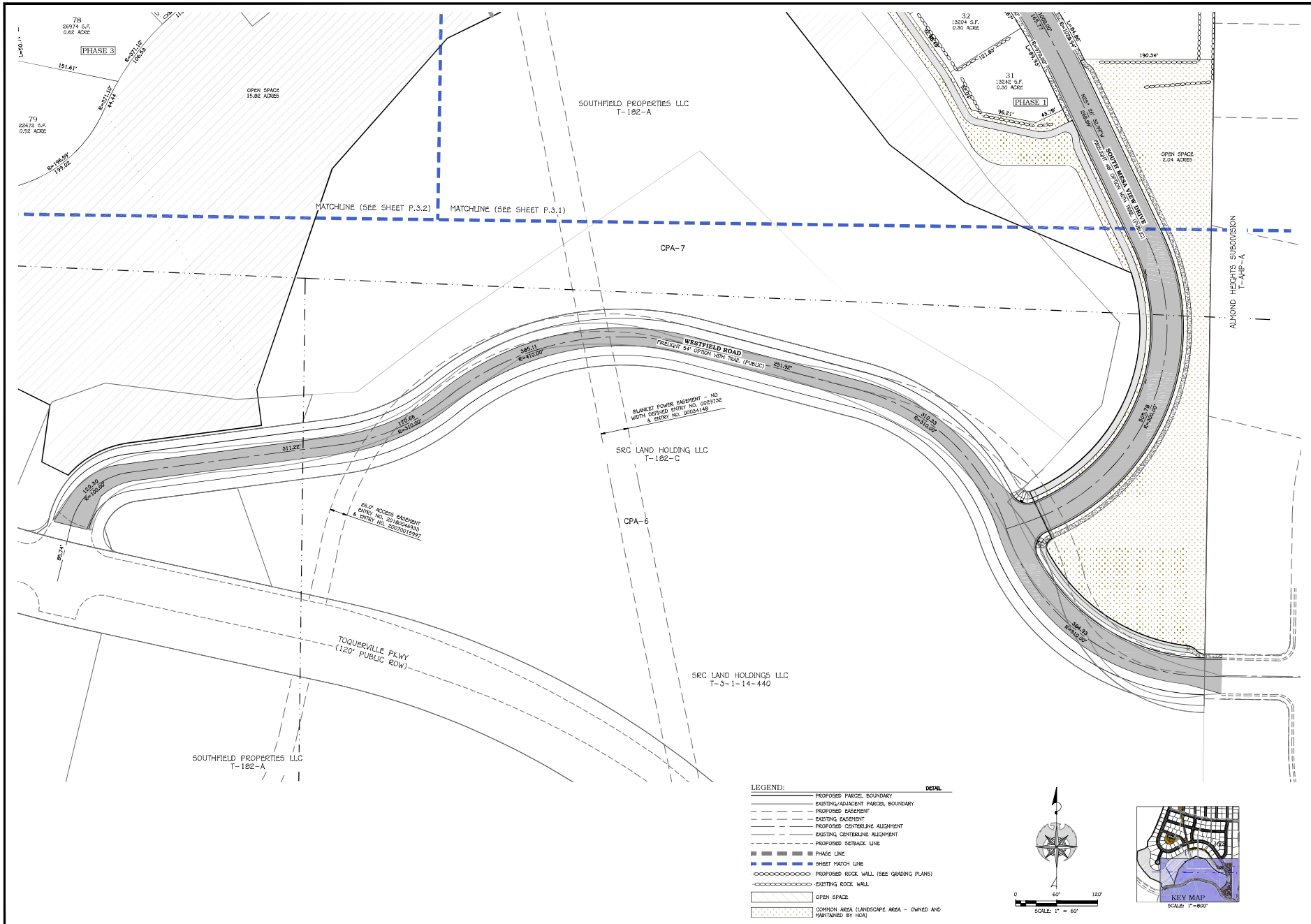
SITE PLAN II
PRELIMINARY PLAT PHASES 1-3

JOB #	25-006-7
DRAWN BY:	CJP
CHECKED BY:	ABC
DATE:	05/07/2026

P.3.2

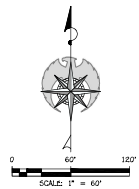
SHEET: 6 OF 24

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LEGEND:

Symbol	DETAIL
--- (dashed line)	PROPOSED PARCEL BOUNDARY
--- (dotted line)	EXISTING/ADJACENT PARCEL BOUNDARY
--- (dash-dot line)	PROPOSED EASEMENT
--- (solid line)	EXISTING EASEMENT
--- (dashed line)	PROPOSED CENTERLINE ALIGNMENT
--- (dotted line)	EXISTING CENTERLINE ALIGNMENT
--- (dash-dot line)	PROPOSED SIDEWALK LINE
--- (dashed line)	PHASE LINE
--- (dotted line)	SHEET MATCH LINE
--- (dashed line)	PROPOSED ROCK WALL (SEE GRADING PLANS)
--- (dotted line)	EXISTING ROCK WALL
--- (dashed line)	OPEN SPACE
--- (dotted line)	COMMON AREA (LANDSCAPE AREA - OWNED AND MAINTAINED BY HOA)



REVISIONS

NO.	DATE	DESCRIPTION

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CONSTRUCTION**

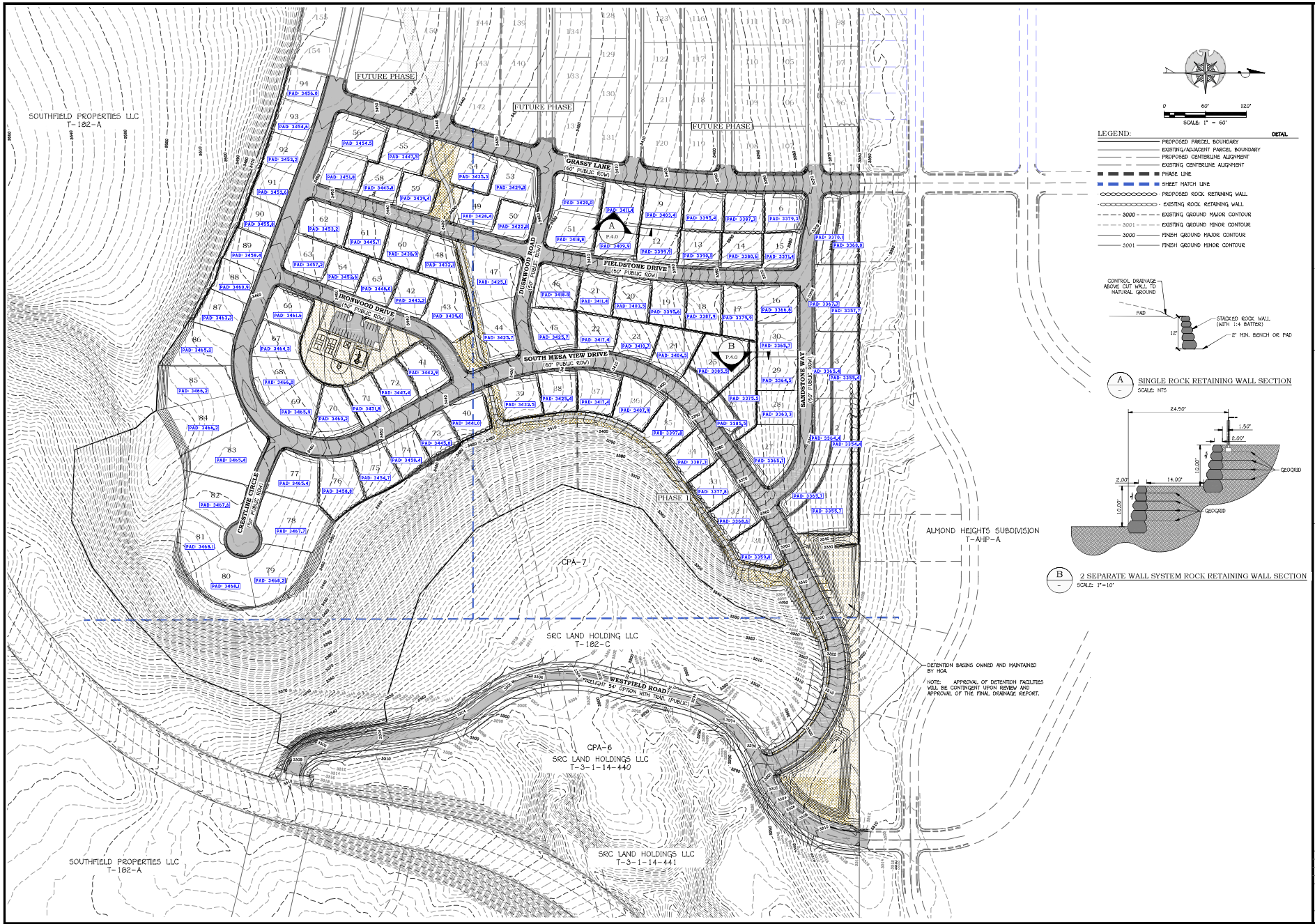


MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH
SITE PLAN III
PRELIMINARY PLAT PHASES 1-3

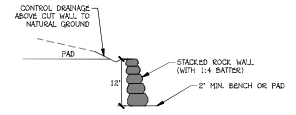
JOB #	25-006-7
DRAWN BY:	CLP
CHECKED BY:	ARC
DATE:	05/07/2026

P.3.3
SHEET: 7 OF 24

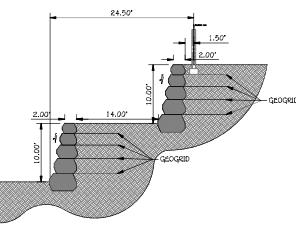
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- LEGEND:**
- PROPOSED PARCEL BOUNDARY
 - EXISTING ADJACENT PARCEL BOUNDARY
 - PROPOSED CENTERLINE ALIGNMENT
 - EXISTING CENTERLINE ALIGNMENT
 - PHASE LINE
 - SHEET MATCH LINE
 - PROPOSED ROCK RETAINING WALL
 - EXISTING ROCK RETAINING WALL
 - 3000- EXISTING GROUND MAJOR CONTOUR
 - 3001- EXISTING GROUND MINOR CONTOUR
 - 3002- FINISH GROUND MAJOR CONTOUR
 - 3001- FINISH GROUND MINOR CONTOUR



(A) SINGLE ROCK RETAINING WALL SECTION
SCALE: NTS



(B) 2 SEPARATE WALL SYSTEM ROCK RETAINING WALL SECTION
SCALE: 1"=10'

ALMOND HEIGHTS SUBDIVISION
T-AHP-A

DETENTION BASINS OWNED AND MAINTAINED BY HOA
NOTE: APPROVAL OF DETENTION FACILITIES
WILL BE CONTINGENT UPON REVIEW AND
APPROVAL OF THE FINAL DRAINAGE REPORT.

NO.	DATE	DESCRIPTION

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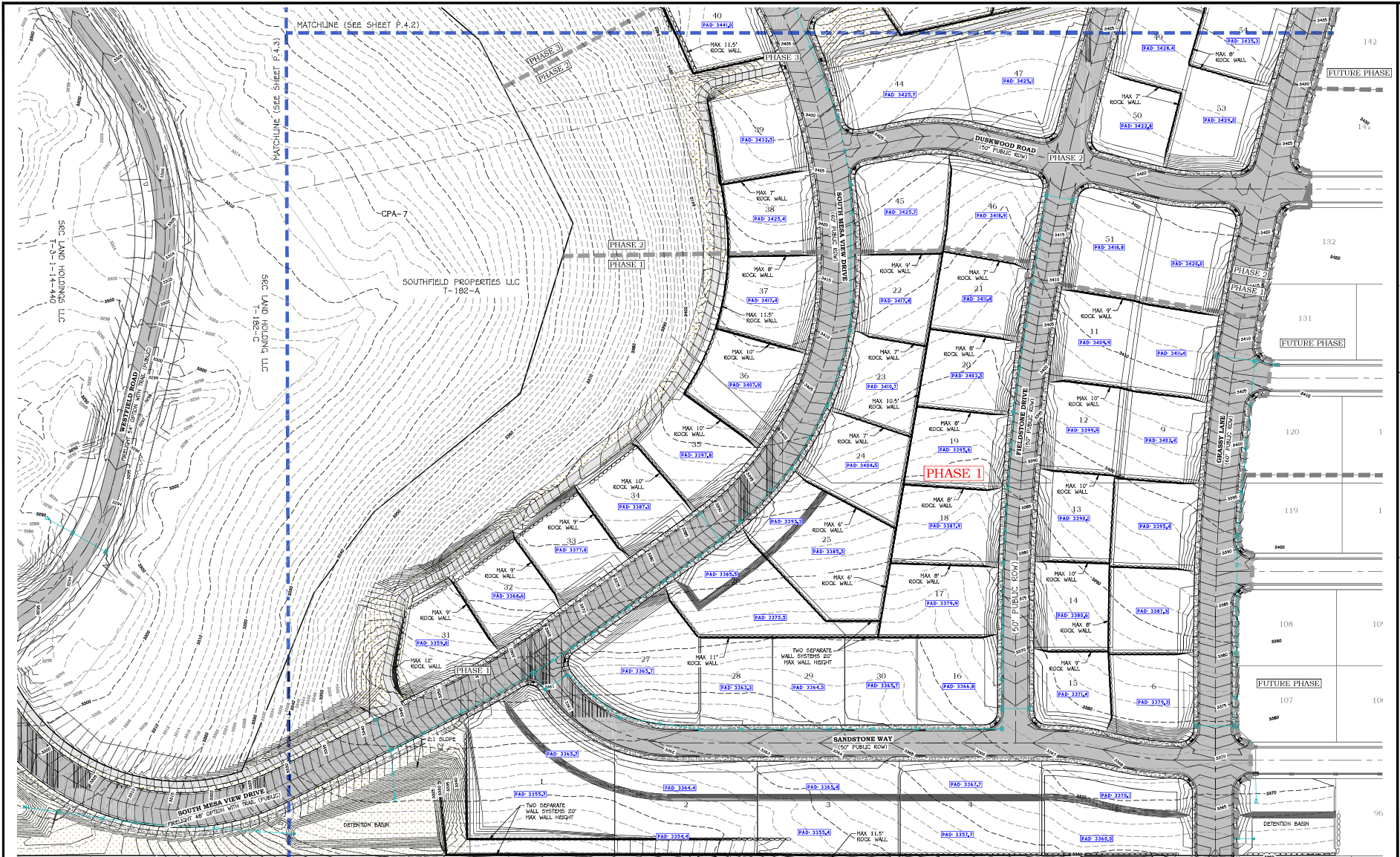
**AMERICAN
CONSULTING & ENGINEERING**
11728 S. 2500 W. AVON, UT 84003

MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLE&M - TOQUERVILLE, UTAH
OVERALL GRADING PLAN
PRELIMINARY PLAT PHASES 1-3

JOB # 25-006-7
DRAWN BY: CJP
CHECKED BY: ABC
DATE: 05/07/2026

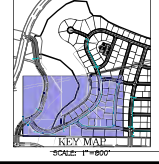
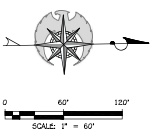
P.4.0

SHEET: 8 OF 24



LEGEND:

	--- 3001 ---	EXISTING GROUND MINOR CONTOUR		PLACED END SECTION
	--- 3000 ---	FINISH GROUND MAJOR CONTOUR		GRATE INLET AREA DRAIN BOX
	--- 3001 ---	FINISH GROUND MINOR CONTOUR		CURB INLET SINGLE CATCH BASIN
	---	EXISTING STORM PIPE (SIZE PER PLAN)		CURB INLET DOUBLE CATCH BASIN
	---	EXISTING STORM PIPE (SIZE PER PLAN)		STANDARD STORM DRAIN MANHOLE
	---	---		
	---	---		
	---	---		
	---	---		
	---	---		
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REVISIONS

NO.	DATE	DESCRIPTION

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CONSTRUCTION**



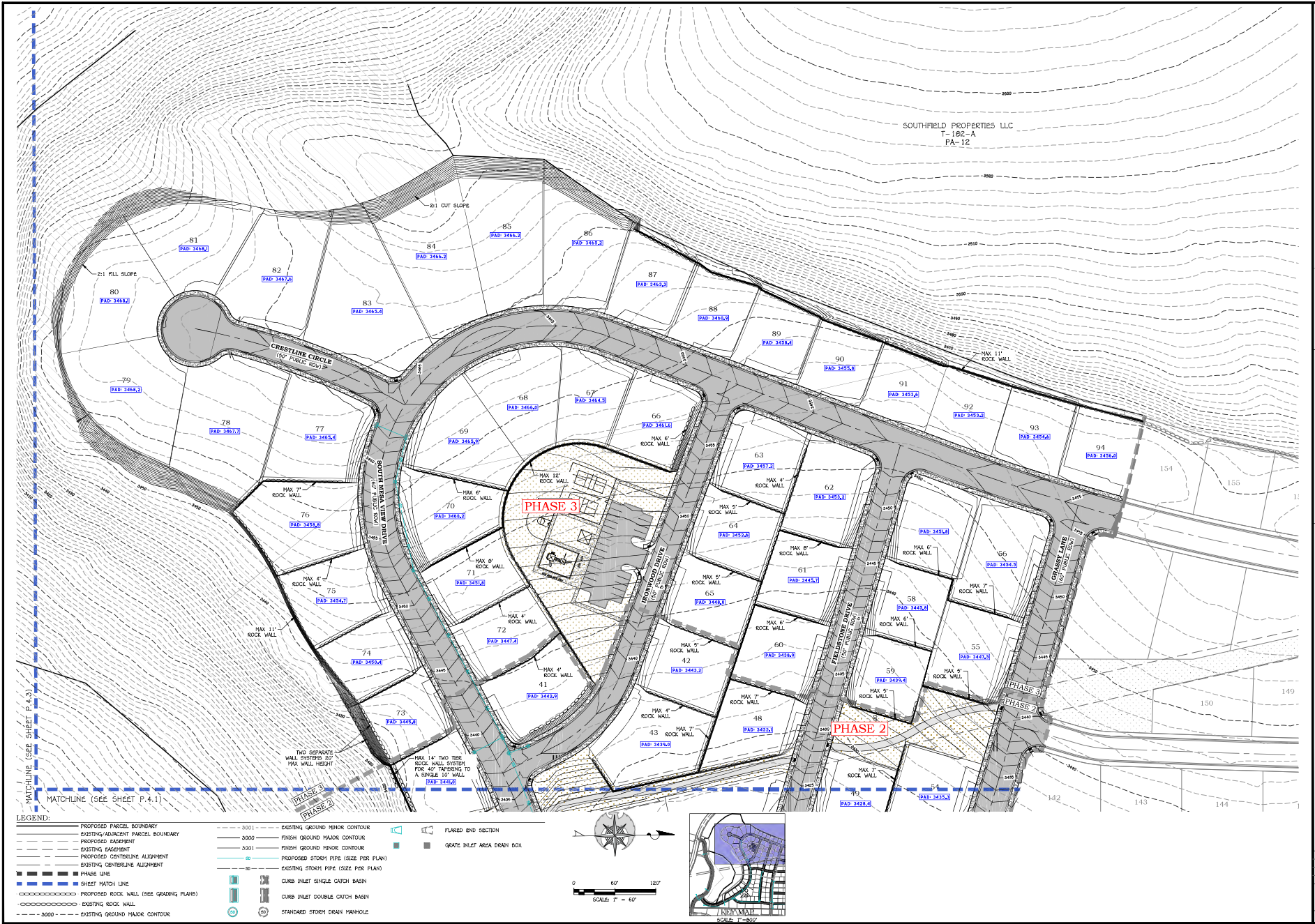
MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH

GRADING PLAN I
PRELIMINARY PLAT PHASES 1-3

JOB # 25-0067
DRAWN BY: CLP
CHECKED BY: ABC
DATE: 05/07/2026

P.4.1
SHEET: 9 OF 24

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SOUTHFIELD PROPERTIES LLC
T-102-A
PA-12

NO.	DATE	DESCRIPTION

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NOT FOR
CONSTRUCTION**



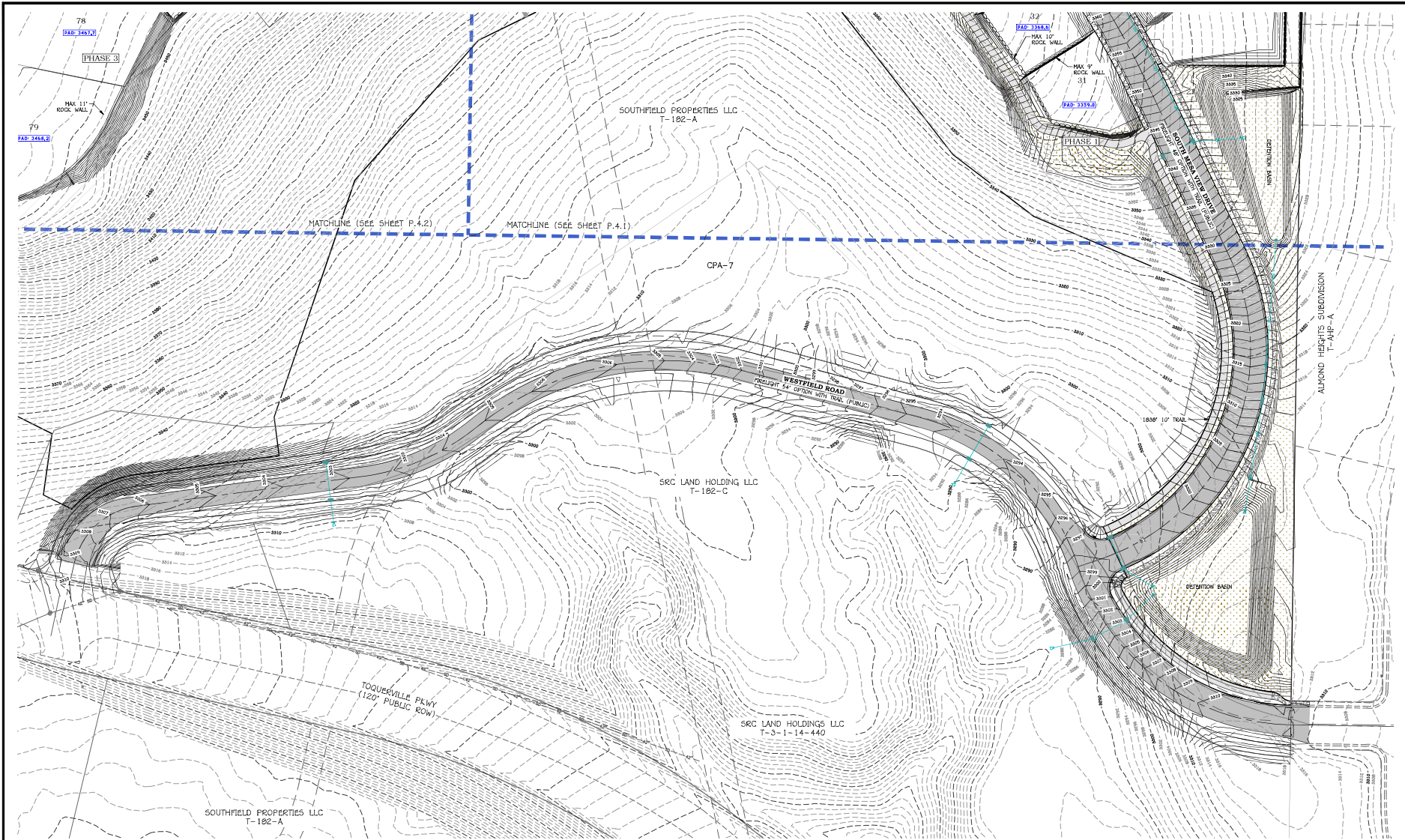
MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH

GRADING PLAN II
PRELIMINARY PLAT PHASES 1-3

JOB # 25-006-7
DRAWN BY: CLP
CHECKED BY: ABC
DATE: 05/07/2026

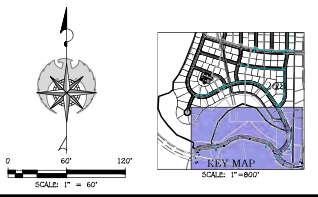
P.4.2
SHEET: 10 OF 24

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LEGEND:

—	PROPOSED PARCEL BOUNDARY	3000	FRESH GROUND MAJOR CONTOUR
- - -	EXISTING/ADJACENT PARCEL BOUNDARY	3001	FRESH GROUND MINOR CONTOUR
- - -	PROPOSED EASEMENT	—	PROPOSED STORM PIPE (SIZE PER PLAN)
- - -	EXISTING EASEMENT	—	EXISTING STORM PIPE (SIZE PER PLAN)
- - -	PROPOSED CENTERLINE ALIGNMENT	—	CURB INLET SINGLE CATCH BASIN
- - -	EXISTING CENTERLINE ALIGNMENT	—	CURB INLET DOUBLE CATCH BASIN
—	PHASE LINE	—	STANDARD STORM DRAIN MANHOLE
—	SHEET MATCH LINE	—	FLARED END SECTION
—	PROPOSED ROCK WALL (SEE GRADING PLANS)	—	GRATE INLET AREA DRAIN BOX
—	EXISTING ROCK WALL	—	
- - -	3000 - - -	EXISTING GROUND MAJOR CONTOUR	
- - -	3001 - - -	EXISTING GROUND MINOR CONTOUR	



REVISIONS

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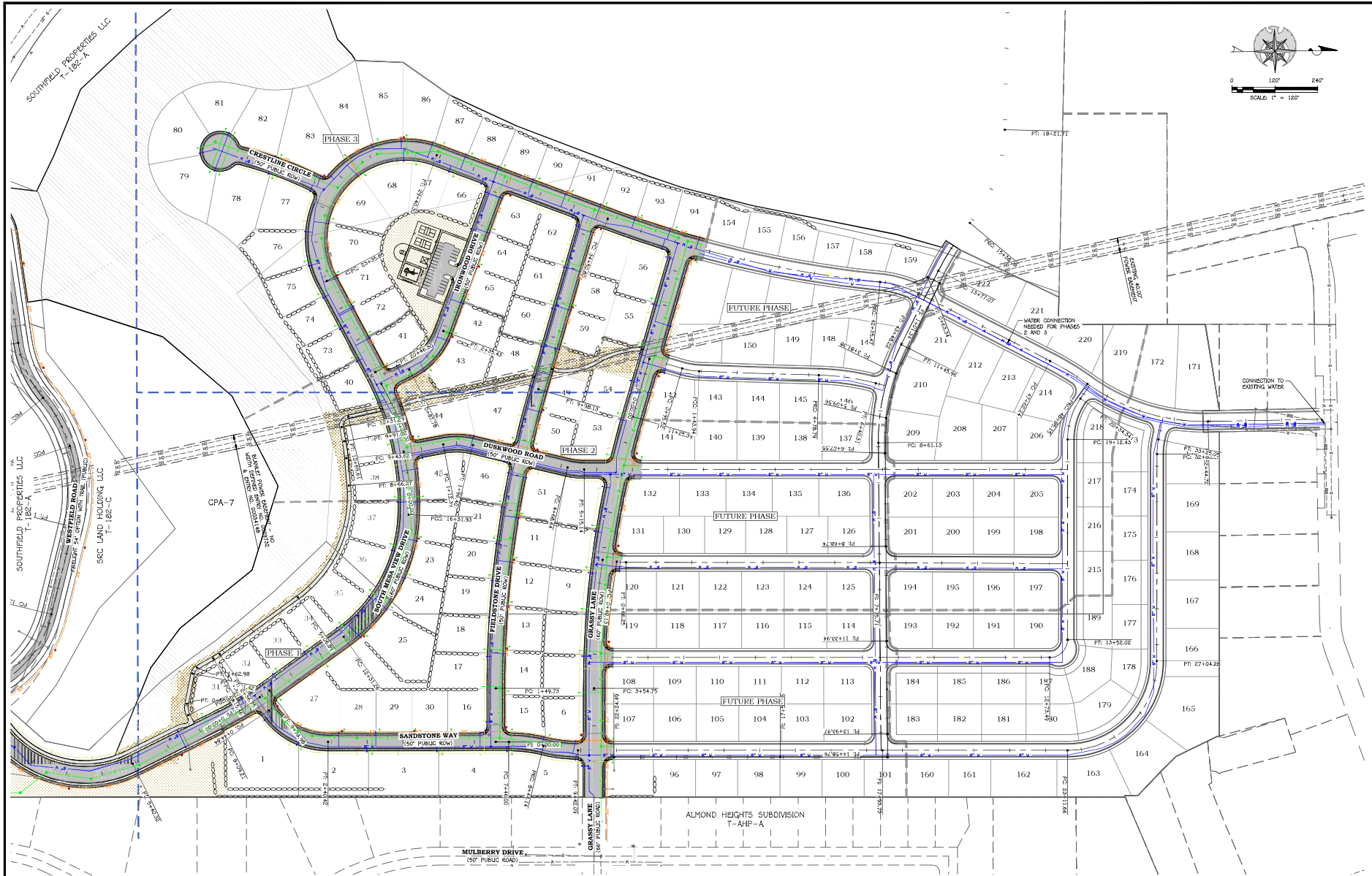


MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLE&M - TOQUERVILLE, UTAH
GRADING PLAN III
PRELIMINARY PLAT PHASES 1-3

JOB #	25-006-7
DRAWN BY	CLP
CHECKED BY	ABC
DATE	05/07/2026

P.4.3
SHEET: 11 OF 24

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NO.	DATE	DESCRIPTION

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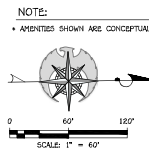
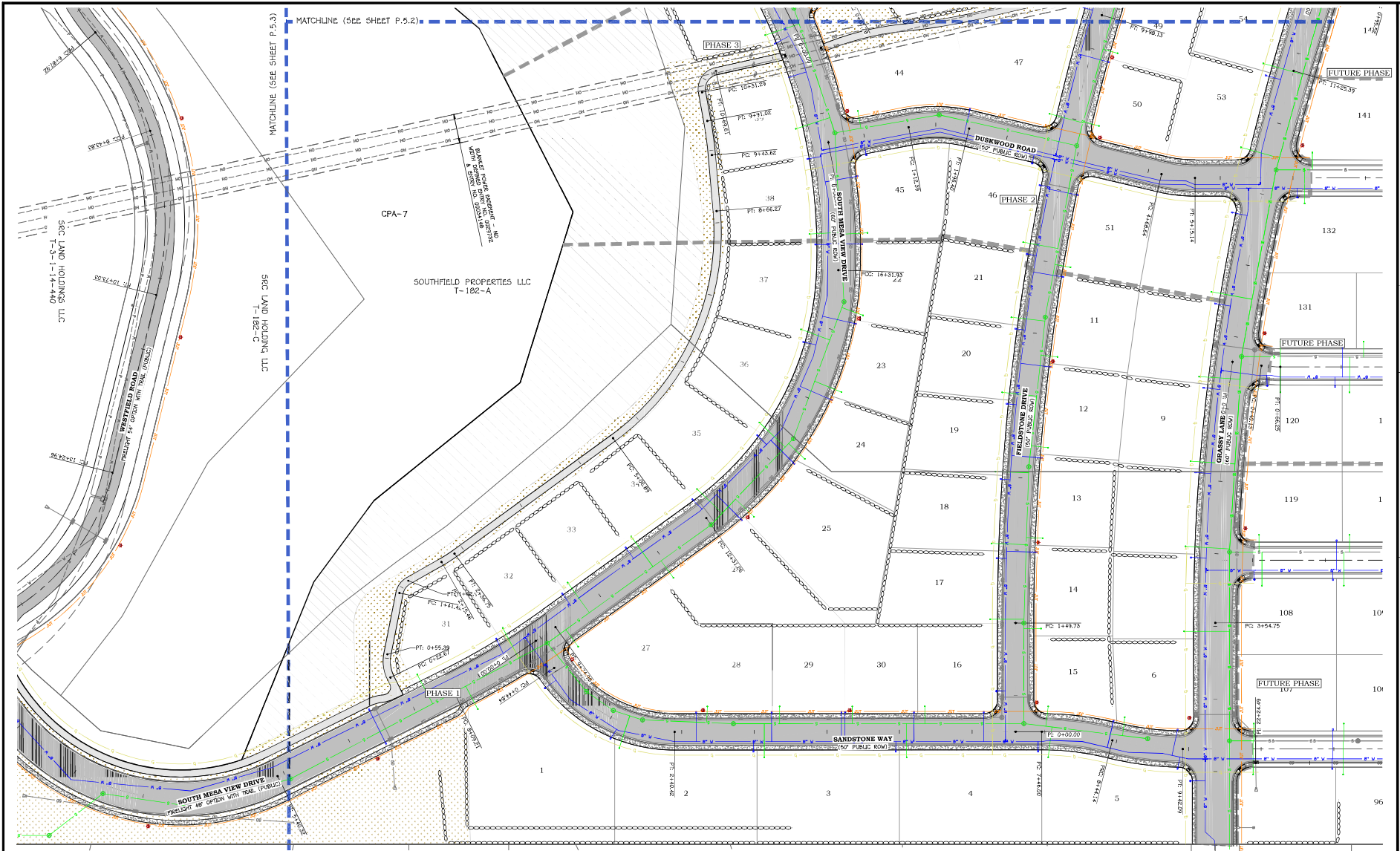


MERIDIAN AT FIRELIGHT
 SECTIONS 10 & 11, TOWNSHIP 41 S,
 RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH
OVERALL UTILITY PLAN
 PRELIMINARY PLAT PHASES 1-3

JOB # 25-006-7
 DRAWN BY: CJP
 CHECKED BY: ABC
 DATE: 05/07/2026

P.5.0
 SHEET: 12 OF 24

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LEGEND:

---	PROPOSED PARCEL BOUNDARY
---	EXISTING/ADJACENT PARCEL BOUNDARY
---	PROPOSED EASEMENT
---	PROPOSED CENTERLINE ALIGNMENT
---	EXISTING CENTERLINE ALIGNMENT
---	PROPOSED SETBACK LINE
---	PHASE LINE
---	SHEET MATCH LINE
---	PROPOSED ROCK WALL (SEE GRADING PLANS)
---	EXISTING ROCK WALL

DETAIL

---	PROPOSED SEWER MAIN (SIZE PER PLAN)
---	EXISTING SEWER MAIN (SIZE PER PLAN)
---	STANDARD SEWER MANHOLE
---	PROPOSED WATER MAIN (SIZE PER PLAN)
---	EXISTING WATER MAIN (SIZE PER PLAN)
---	PROPOSED IRRIGATION MAIN (SIZE PER PLAN)
---	EXISTING IRRIGATION MAIN (SIZE PER PLAN)
---	PROPOSED STORM PIPE (SIZE PER PLAN)
---	EXISTING STORM PIPE (SIZE PER PLAN)
---	STANDARD CB BOX & FRAME SINGLE CURB INLET (BIKEWAY SAFE)

ALMOND HEIGHTS SUBDIVISION

---	STANDARD CB BOX & FRAME DOUBLE CURB INLET (BIKEWAY SAFE)
---	TYPICAL STORM DRAIN MANHOLE
---	FLARED END SECTION
---	FIRE HYDRANT AND VALVE ASSEMBLY
---	PROPOSED JOINT UTILITY TRENCH
---	PROPOSED STREET LIGHT
---	PROPOSED GAS LINE

REVISIONS

NO.	DATE	DESCRIPTION

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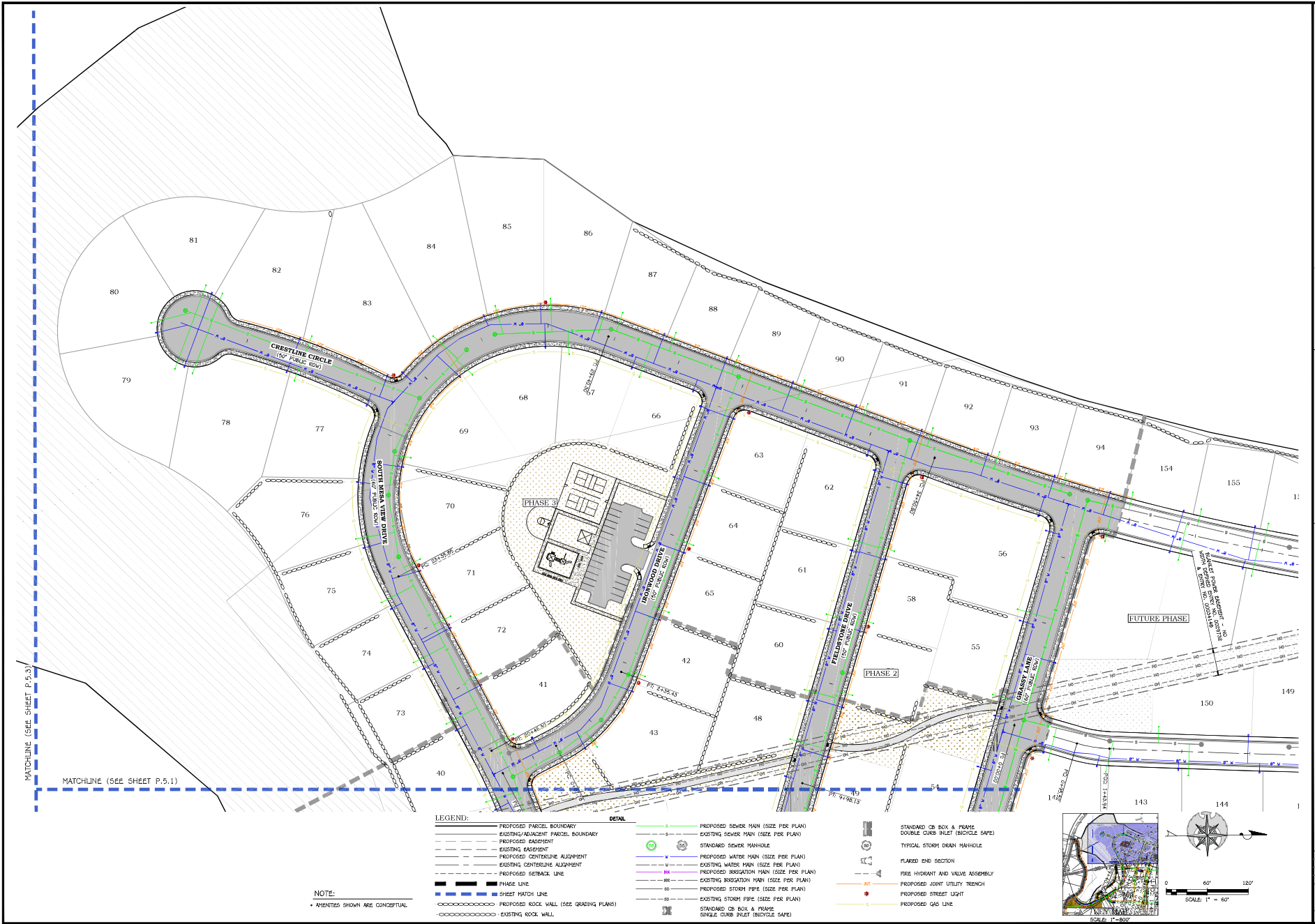
MERIDIAN AT FIRELIGHT
 SECTIONS 10 & 11, TOWNSHIP 41 S,
 RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH

UTILITY PLAN I
 PRELIMINARY PLAT PHASES 1-3

JOB #	25-0067
DRAWN BY:	CLP
CHECKED BY:	ABC
DATE:	05/07/2026

P.5.1
 SHEET: 13 OF 24

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AMERICAN
CONSULTING & ENGINEERING
1173 S. 200 W. MOAB, UT 84240, UT 84247

MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLEB&M - TOQUERVILLE, UTAH

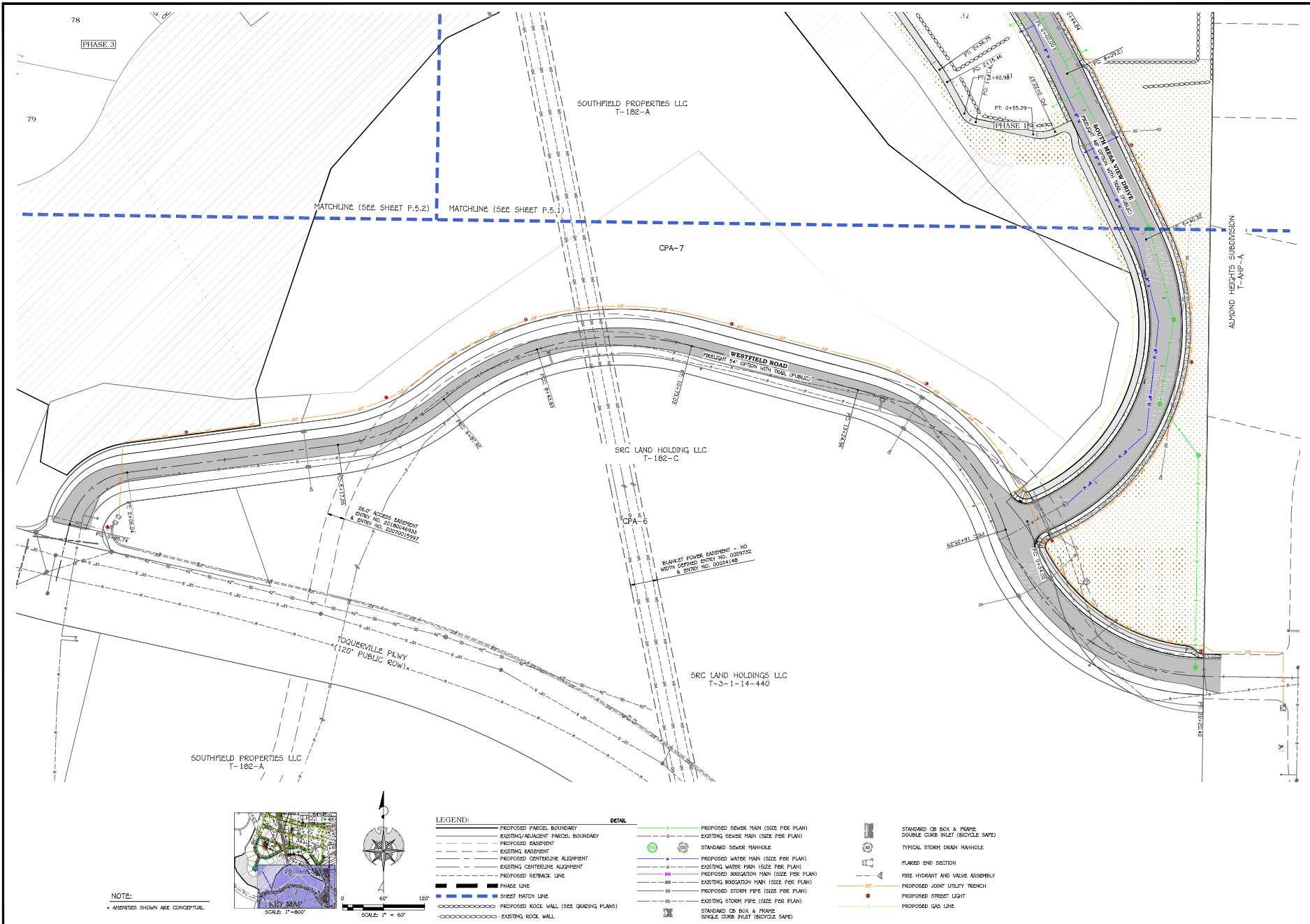
UTILITY PLAN II
PRELIMINARY PLAT PHASES 1-3

JOB #	25-0067
DRAWN BY:	CLP
CHECKED BY:	ABC
DATE:	05/07/2026

P.5.2

SHEET: 14 OF 24

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NO.	DATE	DESCRIPTION

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**AMERICAN
CONSULTING & ENGINEERING**
1173 S. 200 W. MOAB, UT 84254

MERIDIAN AT FIRELIGHT
SECTIONS 10 & 11, TOWNSHIP 41 S,
RANGE 13 W, SLE&M - TOQUERVILLE, UTAH

UTILITY PLAN III
PRELIMINARY PLAT PHASES 1-3

JOB # 25-0067
DRAWN BY: CLP
CHECKED BY: ABC
DATE: 05/07/2026

P.5.3

SHEET: 15 OF 24

PLANT SCHEDULE		LW: LOW WATER	MD: MODERATE WATER	DT: DROUGHT TOLERANT		
SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
TREES						
	KO	Koeleruteria paniculata / Golden Rain Tree	24"	Box	10	35T x 35W MW DT
	LG	Lagerstroemia indica / Crape Myrtle	24"	Box	22	15T x 12W MW DT
	PT	Pinus thunbergii / Japanese Black Pine	24"	Box	19	40T x 12W MW DT
	PI	Pistacia chinensis / Chinese Pistache	24"	Box	21	35T x 35W LW DT
	ME	Prosopis glandulosa 'Maverick' / Maverick Thornless Honey Mesquite	24"	Box	10	30T x 30W LW DT
	QB	Quercus buckleyi / Buckley Oak	24"	Box	14	30T x 30W LW DT
	VI	Vitex agnus-castus / Multi-Trunk Chaste Tree	24"	Box	43	20T x 20W LW DT
SHRUBS						
	AA	Agave americana / Century Plant	5 gal.	Pot	10	6T x 10W LW DT
	AP	Agave parryi / Parry's Agave	5 gal.	Pot	30	2T x 3W LW DT
	CA	Caryopteris incana 'Dark Blue' / Dark Blue Common Bluebeard	2 gal.	Pot	46	3T x 3W MW DT
	DC	Chrysantha mexicana / Daisies	5 gal.	Pot	48	2T x 2W LW DT
	DL	Dasyliston longifolium / Toothless Desert Spoon	15 gal.	18" Box	10	6T x 6W LW DT
	DW	Dasyliston wheeleri / Grey Desert Spoon	5 gal.	Pot	2	6T x 6W LW DT
	HP	hebeae parviflora 'Perpa' / drakegrass Red Yucca	1 gal.	Pot	196	2T x 2W LW DT
	JU	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper	5 gal.	Pot	41	6T x 8W LW DT
	MI	Miscanthus sinensis 'Autumn Red' / Autumn Red Maiden Grass	5 gal.	Pot	120	6T x 4W MW DT
	MU	Muhlenbergia capillaris 'Lencol' / Regal Mist Pink Muhly Grass	2 gal.	Pot	104	3T x 3W LW DT
	NO	Nerium oleander 'Dwarf Red' / Dwarf Red Oleander	5 gal.	Pot	135	5T x 5W MW DT
	RR	Rosa x Noae / Flower Carpet Red Groundcover Rose	2 gal.	Pot	148	1.5T x 3W MW DT
	RO	Rosmarinus x lavandulaceus / Prostrate Rosemary	5 gal.	Pot	53	2T x 3W LW DT
	TE	Teucrium chamaedrys / Germander	5 gal.	Pot	49	1T x 3W LW DT
	YY	Yucca filamentosa 'Color Guard' / Color Guard Adam's Needle	5 gal.	Pot	51	3T x 3W LW DT

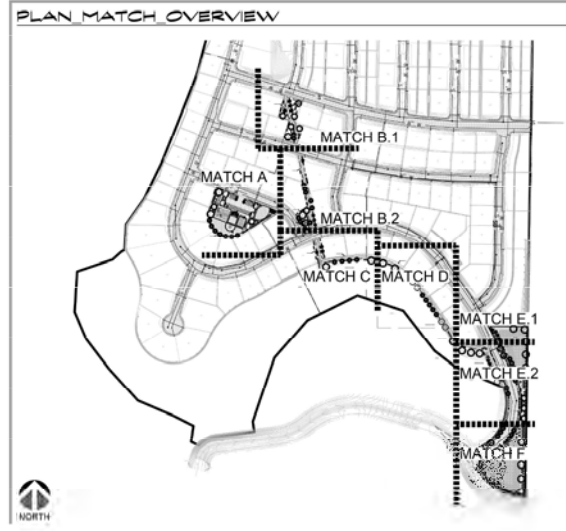
NOTE: LANDSCAPE AREAS TO RECEIVE 2" DEPTH/100K MULCH, 3" PALMING TAN OR APPROVED OTHER, UNLESS OTHERWISE NOTED VIA HATCH OR CALLOUTS

PLANT QUANTITIES, SIZES, ETC. MAY BE MODIFIED IN REDUCTION TO CODE MINIMUMS PER OWNER DISCRETION

LANDSCAPE REQUIREMENTS	
LANDSCAPING REQUIREMENTS PER CITY OF TUCUENVILLE (CODE 10A-21A-5)	
•	LANDSCAPE AREAS TO HAVE 60% VEGETATIVE COVERAGE
•	40% OF WHICH SHALL BE WATER-EFFICIENT PLANTS & LAWN
•	TREES: 65% ARE LOW-WATER, ALL ARE DROUGHT TOLERANT
•	SHRUBS: 75% ARE LOW-WATER, ALL ARE DROUGHT TOLERANT
•	PLANTS & IRRIGATION SHALL ADHERE TO THE WATER EFFICIENCY STANDARDS
•	ADHERE TO ALL CITY CODE PLANTING DESIGN & IRRIGATION REQUIREMENTS
•	DRIP IRRIGATION PER CITY CODE
•	SEE CIVIL FOR ALL GRADING INFORMATION, CONTOUR LINES, WALLS, ETC.
•	SEE CIVIL FOR ALL PROPERTY LINES / ROW / EASEMENTS, ETC.

- ### IRRIGATION NOTES
- IRRIGATION SYSTEM DESIGN IS BASED ON (ASSUMED) AVAILABILITY OF STATIC PRESSURES: 175 @ P.M. [WITH 120 P.S.I.] AT THE SOURCE. (DESIGN IS BASED ON A 65 GPM MIN.)
 - ALL AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM ENSURING COMPLETE COVERAGE AND IS PROPERLY ZONED FOR EACH REQUIRED WATER USE. PROVIDE SEPARATE INDIVIDUAL STATIONS FOR DIFFERENT HYDROZONES. PLANTER BEDS AND LAWN AREAS SHALL BE ON DIFFERENT HYDROZONES.
 - CONTRACTOR SHALL ADHERE TO ALL LOCAL, MUNICIPAL, STATE ORDINANCES, CODES, LAWS, REGULATIONS, ETC. INCLUDING BUT NOT LIMITED TO POINT OF CONNECTION, BACKFLOW, ETC.
 - IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT, OR DESIGN PROFESSIONAL, AND GENERAL CONTRACTOR IMMEDIATELY.
 - CONTRACTOR SHALL CONTACT ALL REQUIRED AGENCIES PRIOR TO DEMOLITION AND CONSTRUCTION, AND IS RESPONSIBLE FOR OBTAINING & PAYING ALL RESPECTIVE PERMITS & FEES TO COMPLETE THIS WORK.
 - CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES AND OTHER IMPROVEMENTS PRIOR TO DEMOLITION AND CONSTRUCTION, AND IS LIABLE FOR ANY DAMAGES TO EXISTING UTILITIES AND IMPROVEMENTS, WHICH REPAIRS & REPLACEMENTS SHALL BE PAID AT CONTRACTOR'S EXPENSE. (SEE SURVEY, CIVIL, PLANS, ETC. AND COORDINATE WITH GENERAL CONTRACTOR.)
 - COORDINATE ALL IRRIGATION INSTALLATION EFFORTS WITH ARCHITECTURAL, CIVIL, MECHANICAL, ELECTRICAL, AND GENERAL CONTRACTOR.
 - COORDINATE ALL TRENCHING, SLEEVES, CONDUIT WITH RESPECTIVE CONTRACTORS AND REFER TO ALL CONSULTING SHEETS, CIVIL ENGINEERING, ETC. KEEP TRENCHES 24" MINIMUM AWAY FROM ADJACENT HARDSCAPES WHERE POSSIBLE.
 - CONTRACTOR SHALL REFER TO ALL DETAILS AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - ALL SLEEVES SHALL BE INCLUDED IN THIS IRRIGATION CONTRACT. SLEEVE LOCATIONS ON PLAN ARE SCHEMATIC AND SHALL BE FIELD-VERIFIED.
 - EXTEND SLEEVES A MINIMUM OF 18" BEYOND BACK OF CURB OR HARDSCAPE EDGE. CAP OR TAPE ENDS OF SLEEVES AND MARK WITH A PAIRED STAKE, 24" OR OTHER EXTENDING 24" MIN ABOVE FINISHED GRADE AND LAWN SHALL BE 2" BELOW FINISHED GRADE. IRRIGATION IS COMPLETE. PROVIDE COMPACTED SUBBASE AS NECESSARY AT HARD SURFACE LOCATIONS.
 - CONTRACTOR LOCATIONS PER PLAN. COORDINATE WITH GENERAL CONTRACTOR. A LICENSED ELECTRICIAN SHALL PROVIDE THE APPROPRIATE WIRING TO THE CONTROLLER FROM POWER SUPPLY FOR LOCAL AND STATE CODES.
 - INDOOR CONTROLLERS SHALL HAVE A 1/2" SWEEPFLAP TO WEDGE SPECIFIED ROOM LOCATION. COORDINATE WITH GENERAL CONTRACTOR.
 - ARCHITECTURAL, ELECTRICAL, AND MECHANICAL WORK SHALL BE (LOCATED) IN APPROPRIATE 20" (3" CONDUIT) 1" MINIMUM (SEPARATE) FROM IRRIGATION CONDUITS. ALL WIRING SHALL BE PROTECTED BY ELECTRICAL WALL ELECTRICAL WORK SHALL MEET OR EXCEED N.E.C., STATE AND LOCAL CODES, AND MANUFACTURER'S RECOMMENDATIONS.
 - CONTROLLERS SHALL PROVIDE INDIVIDUAL, PRECISE STATIONING, SHALL ACCOUNT FOR EXTREMES IN PRECIPITATION RATES, AND PROVIDE AT LEAST ONE PROGRAM PER EACH HYDROZONE, TO AVOID RUN-OFF. PROVIDE MULTIPLE SUFFICIENT WATERING CYCLES.
 - PROVIDE BACKUP FOR POWER FAILURE FOR ALL INDIVIDUAL PROGRAMMED STATIONS.
 - CONTRACTOR SHALL REMOVE ALL EXPOSED ROCK DEBRIS AND OTHER WASTE DUE TO TRENCHING AND DIGGING.
 - ALL 24 VOLT POWER WIRING SHALL BE #14 AWG SOLID COPPER AND ALL ABOVE GROUND 120 VOLT AND 24 VOLT WIRE SHALL BE IN APPROPRIATE CONDUIT, (2" PVC OR APPROVED OTHER).
 - ALL MATERIALS SHALL BE NEW AND WITHOUT DEFECTS OF QUALITY AND PERFORMANCE SPECIFIED, AND SHALL MEET THE REQUIREMENTS OF THE SYSTEM USE MATERIAL, AS SPECIFIED. SUBSTITUTIONS ARE NOT PERMITTED WITHOUT PRIOR WRITTEN CONSENT OF OWNER AND/OR DESIGN PROFESSIONAL.
 - PROVIDE A MINIMUM OF (1) QUICK-COUPLER VALVE PER EACH (B) AUTOMATIC VALVE ZONE, OR APPROVED ALTERNATIVE.
 - IRRIGATION PIPING LAYOUT IS SCHEMATIC IN NATURE. FIELD-VERIFY AND ADJUST AS NEEDED. LOCATE LINES IN LANDSCAPE AREAS WHERE THEY APPEAR UNDER HARDSCAPES ON PLAN, UNLESS INDICATION OF SLEEVING IS SHOWN OR NECESSARY.
 - BASE PLAN AND LOCATION OF EXISTING EQUIPMENT IS SCHEMATIC IN NATURE. FIELD-VERIFY ALL LOCATIONS AND CONDITIONS PRIOR TO DEMOLITION AND CONSTRUCTION. ADJUST AS NEEDED.
 - ALL MANLINE FITTING SHALL BE SCHEDULE 40, SOLVENT WELDED TYP, UNLESS NOTED OTHERWISE.
 - ALL LATERAL LINES SHALL BE (2") UNLESS LABELED OTHERWISE.
 - POP-UP IRRIGATION HEADS IN LAWN AREAS SHALL HAVE A MINIMUM 4" RISER HEIGHT, 12" IN P.V. VEGETATION MAY REQUIRE EFFECTIVE WATERING, AND PLANTER BEDS SHALL HAVE 18" MINIMUM RISER HEIGHT UNLESS DRIP IRRIGATION IS SPECIFIED.
 - IRRIGATION CONTRACTORS SHALL MAKE NECESSARY MINOR FIELD-ADJUSTMENTS TO SPRINKLER NOZZLES, SPRINKLER PIPES, AND ALL OTHER IRRIGATION EQUIPMENT TO FIT THE AS-BUILT SITE, ENSURE 100% HEAD-TO-HEAD COVERAGE WITHOUT OVERSPRAY ON ADJACENT IMPERVIOUS SURFACES OR STRUCTURES.
 - ADJUST HEAD AND PIPE LOCATIONS AS REQUIRED TO AVOID DAMAGING EXISTING TREE ROOTS WITHIN THE TREE CRITICAL ROOT ZONE (CRZ).
 - IRRIGATION CONTRACTOR SHALL USE THE MANUFACTURER'S APPROVED PRESSURE REGULATING MODULE AS SPECIFIED TO ADJUST ZONE OPERATING PRESSURES TO AN AVERAGE OF 30 P.S.I. IN SPRAY ZONES AND 45 P.S.I. IN ROTOR ZONES.
 - IRRIGATION CONTRACTOR SHALL COMPLETE AS-BUILT DRAWINGS IN PDF FORMAT UPON COMPLETION PRIOR TO FINAL PAYMENT, AND SHALL GUARANTEE THE ENTIRE SYSTEM TO BE COMPLETE AND PERFECTLY FUNCTIONING IN EVERY ASPECT FOR A PERIOD OF ONE-YEAR FROM DATE OF ACCEPTANCE. CONTRACTOR IS RESPONSIBLE FOR REPAIRS BY AUTHORITY TO REPAIR AND REPLACEMENT OF DAMAGED AND DEFECTIVE PARTS DURING THIS TIME PERIOD.
 - CONTRACTOR SHALL PERFORM WINTERIZATION AND SPRING START-UP WITH THIS CONTRACT, NOT AT AN EXTRA-ADDITIONAL COST, FOR THE GUARANTEE PERIOD OF ONE-YEAR.
 - CONTRACTOR SHALL PROVIDE CERTIFICATE OF COMPLETION, AND ALSO SCHEDULING, LANDSCAPE MAINTENANCE SCHEDULES, IRRIGATION AUDIT, SURVEY, AND IRRIGATION WATER USE ANALYSIS TO OWNER IN PDF FORMAT.

- ### LANDSCAPE NOTES
- CONTRACTOR RESPONSIBILITIES INCLUDE (NOT LIMITED TO):
 - ADHERE TO ALL LOCAL, MUNICIPAL, STATE ORDINANCES, CODES, LAWS, REGULATIONS, ETC. AND ENSURE ENTIRETY OF PERMITTING & SIGN-OFF REQUIREMENTS.
 - CALL AND REPORT TO 811 BLUESTAKES TO LOCATE ALL UTILITIES PRIOR TO ANY WORK.
 - REPORT TO LANDSCAPE ARCHITECT ANY/ALL CONDITIONS OR DISCREPANCIES WHICH IMPAIR THE EXECUTION OF THIS SCOPE OF WORK, PRIOR TO BEGINNING WORK. LOCATE, MARK, PROTECT ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. REFER TO ARCHITECTURAL, CIVIL, & SURVEY PLANS. CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO EXISTING IMPROVEMENTS DESIGNATED TO BE PRESERVED.
 - PRESERVE & PROTECT ALL EXISTING TREES (PER ARBORIST RECOMMENDATIONS OF THE TREE CRITICAL ROOT ZONES) OUTSIDE OF THIS SCOPE OF WORK. LIMITS OF CONSTRUCTION, AND SO FORTH. TREES SHALL RECEIVE PROTECTION FENCING WITHIN PROXIMITY OF CONSTRUCTION ACTIVITY.
 - FINISH GRADES SHALL BE SMOOTH AND UNIFORM, WITH EVEN GRADES AND SLOPED WITH POSITIVE DRAINAGE PER CIVIL PLANS OR A 2% MINIMUM AWAY FROM ALL STRUCTURES, NO POOLING OR POONING IS PERMITTED.
 - ALL PLANTING AREAS SHALL HAVE AMENDED TOPSOIL. AMENDMENTS SHALL PROVIDE 3 CY PER 1000SF COMPOST/ORGANIC MATTER WITHIN THE TOP 8" INCHES, TILLED IN. PROVIDE A 7:3 RATIO OF SOIL TO COMPOST FOR ALL NEW TREE PLANTINGS.
 - RE-USE OF EXISTING TOPSOIL IS PERMITTED AND RECOMMENDED WHEN POSSIBLE. EXISTING SOIL SHALL BE TESTED, ANALYZED, AND AMENDED PER SOIL REPORTS. SHALL BE LOOSE, FRIABLE, NATURAL LOAM OR SANDY LOAM, FREE OF CLAY, ORGANIC LITTER, ROCKS OVER 2" DIA, ETC.
 - IMPORTED TOPSOIL IS REQUIRED. SCREENED SANDY LOAM TOPSOIL, SHALL BE FERTILE, FREE OF SUBSOIL, CLAY, ROCKS OVER 2" DIA AND OTHER ORGANIC LITTER OVER 2" DIA (OR ANY DIMENSION), FREE OF CONTAMINANTS OR ANY OTHER SUBSTANCE WHICH MAY INTERFERE IN ANY WAY BY:
 - TOPSOIL AND OTHER AGGREGATES SHALL BE OBTAINED FROM LOCAL, REGIONAL, SOURCE, FROM A NATURALLY WELL-DRAINED LOCATION WITH A DEPTH OF AT LEAST 4"
 - PROVIDE 1/2" MIN NEW TOPSOIL TO SOOLED AREAS, AND 1/2" MIN TOPSOIL TO PLANTER BED AREAS. SPREAD AND COMPACT UNIFORM GRADES, WHEN ADJACENT TO HARDSCAPES, ETC. TOPSOIL SHALL BE 2" BELOW ADJACENT FINISHED GRADE, AND LAWN SHALL BE 2" BELOW FINISHED GRADES.
 - NEW PLANTINGS PER DETAILS, CONTRACTORS SHALL PROVIDE TREE STAKES AS DEEMED NECESSARY, SUCH AS BEING BLOWN OVER, LOOSE SOIL, ETC.
 - FERTILIZE ALL TREES WITH AGRI-FORM TABLES AT QUANTITY AND APPLICATION PER MANUFACTURER'S RECOMMENDATIONS.
 - ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR ALL SPECIFICATIONS.
 - PROVIDE 3" MIN COVERAGE OF PLANTER BED MULCH, AS SPECIFIED ON PLANS, IF NONE IS SPECIFIED, MEDIUM-GRAIN BARK MULCH SHALL BE INSTALLED AFTER TREE EMERGENT IS APPLIED, OR ROCK MULCH AT 1" MINUS TO BE LOCALLY-REGIONALLY GUARANTEED.
 - SELECTION AT DISCRETION OF OWNER, INSTALLED OVER COMMERCIAL-GRADE WEED BARRIER FABRIC, WIRING ADJUSTMENTS TO BIDS SHALL BE REFLECTED BACK TO OWNERSHIP.
 - DISPOSE OF ALL WASTE OFFSITE, CLEAN UP ALL SOIL AND MULCH DEBRIS AND DISPOSE OFFSITE.
 - IN THE EVENT OF A DISCREPANCY ON PLANS, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY. CONTRACTORS ARE RESPONSIBLE FOR VERIFY ALL TAKE-OFF INFORMATION FOR BIDDING, SUCH AS: ALL QUANTITIES AND SQUARE FOOTAGES, ETC.
 - ALL LANDSCAPED AREAS SHALL BE SERVICED WITH AN UNDERGROUND-PRESSURIZED IRRIGATION SYSTEM IN ACCORDANCE TO LOCAL AND STATE LAWS/CODES/ORDINANCES. THE SYSTEM SHALL PROVIDE COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES/LEADS.
 - CONTRACTORS SHALL WARRANTY WORKMANSHIP & PLANTINGS FOR DURATION OF 1-YEAR, UNLESS OTHER AGREEMENTS DERIVED FROM MAINTENANCE CONTRACTS OR OTHERS PER OWNER.





STATE OF UTAH
PROFESSIONAL LANDSCAPER LICENSE
#20299-5301

PROJECT MANAGER
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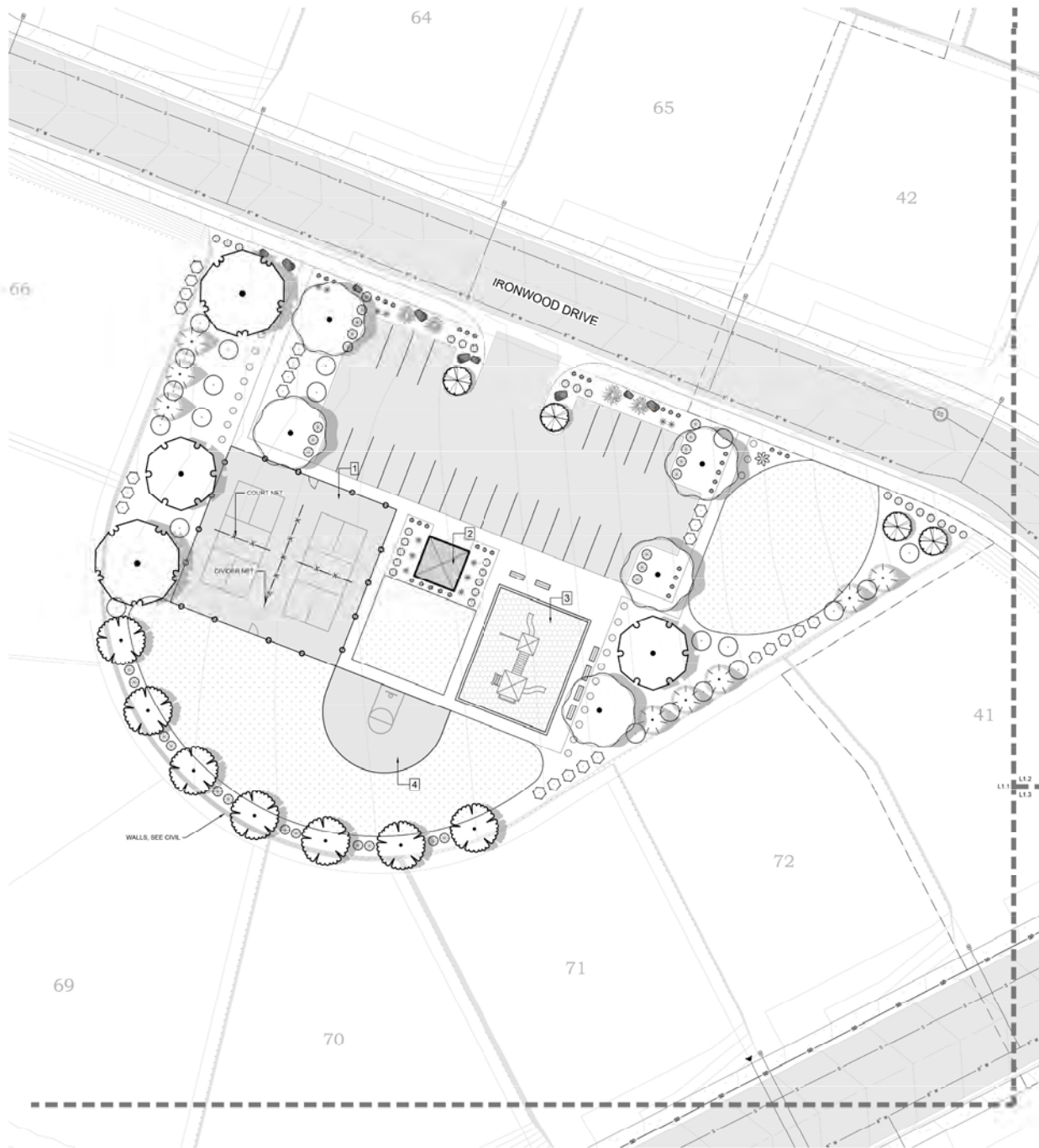
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LANDSCAPE PLAN

L1.0



- KEY**
- 1) PICKLEBALL COURTS, OPEN VISION PERIMETER FENCING, SLEEVES FOR NETS, COLOR TO BE TAN & RED, OR APPROVED OTHER
 - 2) RESTROOMS/FACILITIES BUILDING - TBD
 - 3) TOP FLOT WITH BENCH SEATING
 - 4) BASKETBALL COURT - COLORS & FINISH TBD

- LEGEND**
- LAWN - SOODED
STY WATER SAVER, OR APPROVED OTHER
 - LANDSCAPE AREAS TO RECEIVE 2" DEPTH ROCK MULCH, 3" MULCHING TANK OR APPROVED OTHER, UNLESS OTHERWISE NOTED VIA HATCH OR CALLOUTS
 - BUCKEY BUSH, BLACK BASALT, ANTI-SCALD, 2"-4" WASHED & ANGULAR, 4" DEPTH
4" BLACK STEEL EDGING TO CONTAIN (OWNER OPTION ONLY)
 - TOP LOT SOFT FALL MATERIAL, ENGINEERED BARK OR APPROVED OTHER AREA TO HAVE A DRAIN FEEDING A SUBSURFACE BASIN OR OTHER TO AVOID POOLING
 - 4" ROCK, ANGULAR BASALT OR APPROVED OTHER
 - LANDSCAPE ACCENT BOLLERS
SANDSTONE, 2"-4" DIA IN ALL DIMENSIONS
1/8" DIA BUSH, WEATHERED EDGE UP, DO NOT SCALD MAIN
 - 8" VINYL COATED CHARLUM FENCE WITH GAN-GATES AROUND PICKLEBALL COURTS, OR APPROVED OTHER

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	REMARKS
TREES			
	KO	Koeleria paniculata / Golden Rain Tree	35T x 35W
	LG	Lagerstroemia indica / Crape Myrtle	15T x 12W
	PT	Pinus thunbergii / Japanese Black Pine	40T x 12W
	PI	Pistacia chinensis / Chinese Pistache	35T x 35W
	ME	Prosepio glandulosa 'Maverick' / Maverick Thornless Honey Mesquite	30T x 30W
	OB	Quercus buckleyi / Buckley Oak	30T x 30W
	VI	Vitex agnus-castus / Multi-Trunk Chaste Tree	20T x 20W
SHRUBS			
	AA	Agave americana / Century Plant	6T x 10W
	AP	Agave parryi / Parry's Agave	2T x 3W
	CA	Caryopteris incana 'Dark Blue' / Dark Blue Common Bluebeard	3T x 3W
	DC	Chrysantha mexicana / Damianta	2T x 2W
	DL	Dasylirion longifolium / Toothless Desert Spoon	6T x 8W
	DW	Dasylirion wheeleri / Grey Desert Spoon	6T x 6W
	HP	Hesperaloe parviflora 'Peregr' / Beaklight Red Yucca	2T x 2W
	JU	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper	6T x 8W
	MI	Miscanthus sinensis 'Autumn Red' / Autumn Red Maiden Grass	6T x 4W
	MU	Muhlenbergia capillaris 'Lencor' / Regal Moss Pink Muhly Grass	3T x 3W
	NO	Nerium oleander 'Dwarf Red' / Dwarf Red Oleander	5T x 5W
	RR	Rosa x 'Nears' / Flower Carpet Red Groundcover Rose	1.5T x 3W
	RO	Rosmarinus x lavandulaceus / Prostrate Rosemary	2T x 3W
	TE	Teucrium chamaedrys / Germanier	1T x 3W
	YY	Yucca filamentosa 'Color Guard' / Color Guard Adam's Needle	3T x 3W



STATE OF UTAH
PROFESSIONAL ENGINEER
JEFFREY B. BUNKER
LICENSE NO. 299-5301
MECHANICAL

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LANDSCAPE ARCHITECT: JENNIFER BURTON
220 W. TELLER DRIVE, SUITE 100
SALT LAKE CITY, UT 84143
PHONE: 801.462.4400

DATE: _____
BY: _____

**MERIDIAN
PA II, PHASES I-3**
TUCUERVILLE, UTAH

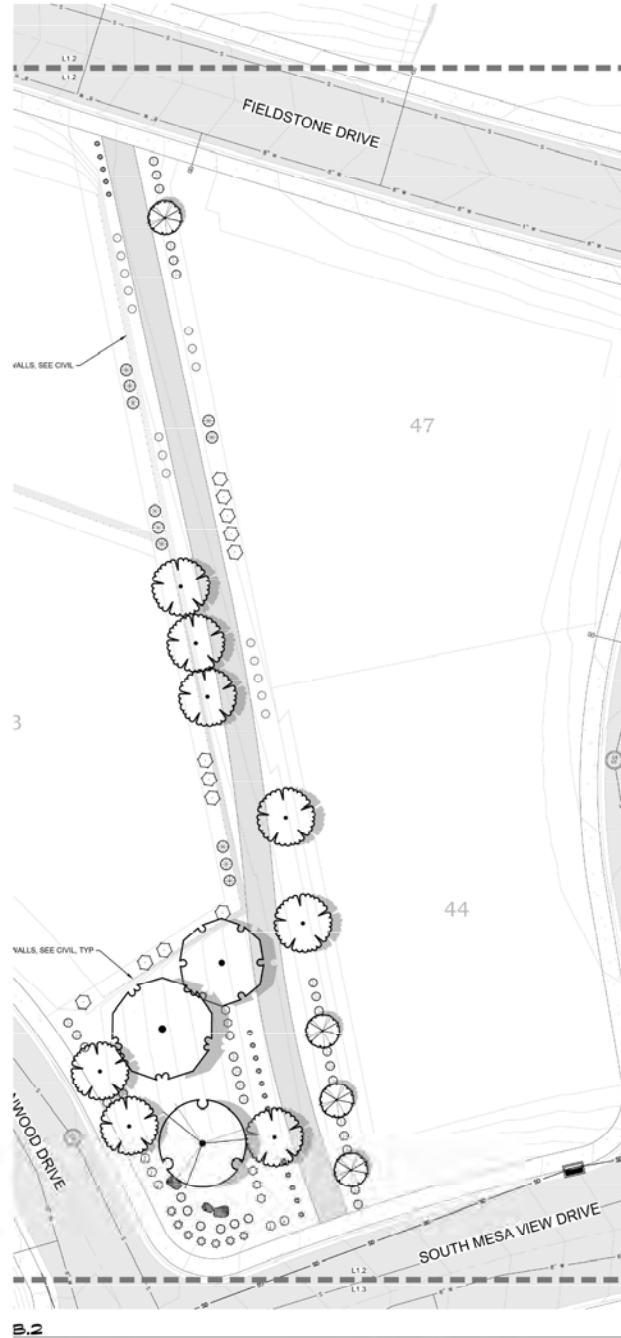
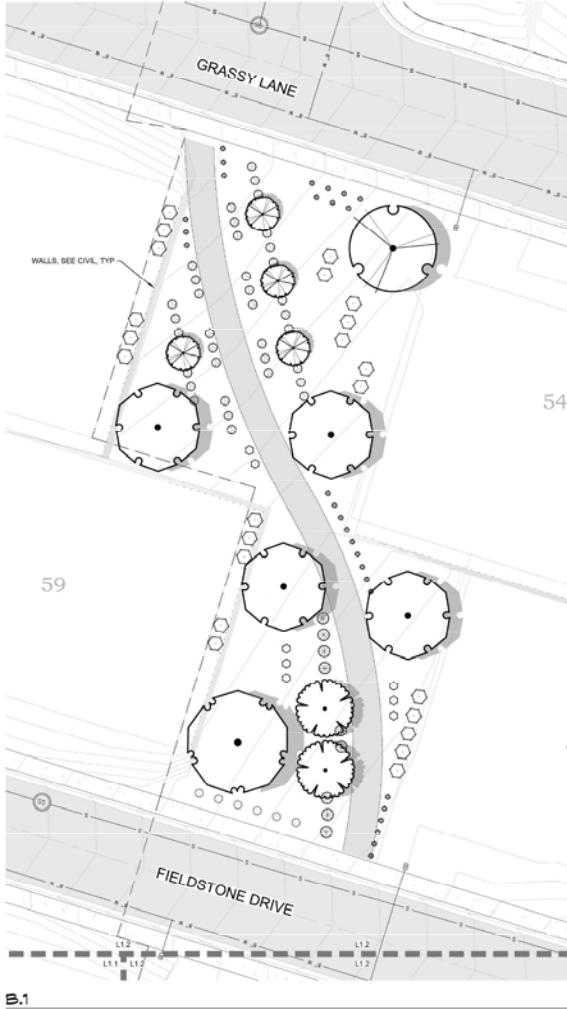
DISCLAIMER:

REVISIONS:
NO. DATE BY

LANDSCAPE PLAN
MATCH A

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LI.I



LEGEND

- LAWN - SODDED
OR WATER SAVER, OR APPROVED OTHER
- LANDSCAPE AREAS TO RECEIVE 2" DEPTH ROCK MULCH, 3" MULCHING TANK OR APPROVED OTHER, UNLESS OTHERWISE NOTED VIA HATCH OR CALLOUTS
- POLYURETHANE BEAMS, BLACK BASALT AGGREGATE, 2"-4" WASHED & ANGULAR, 4" DEPTH
- 4" BLACK STEEL EDGING TO CONTAIN (OWNER OPTION ONLY)
- SOFT FILL MATERIAL, ENGINEERED BANK OR APPROVED OTHER AREA TO HAVE A DRAIN FEEDING A SUBSURFACE BASIN OR OTHER TO AVOID POOLING
- 4" ROCK, ANGULAR BASALT OR APPROVED OTHER
- LANDSCAPE ACCENT BOULDERS
BASALT, 3"-4" DIA IN ALL DIMENSIONS
OR 100 LB WPT, WEATHERED SIDE UP, DO NOT EXCEED MAIN
- 4" VINYL-COATED CHAIN-LINK FENCE WITH MAIL-SATES AROUND PICKLEBALL COURTS, OR APPROVED OTHER

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	REMARKS
TREES			
	KO	Koeleria paniculata / Golden Rain Tree	35T x 35W
	LG	Lagerstroemia indica / Crape Myrtle	15T x 12W
	PT	Pinus thunbergii / Japanese Black Pine	40T x 12W
	PI	Pistacia chinensis / Chinese Pistache	35T x 35W
	ME	Prosepio glandulosa 'Maverick' / Maverick Thornless Honey Mesquite	30T x 30W
	OB	Quercus buckleyi / Buckley Oak	30T x 30W
	VI	Vitex agnus-castus / Multi-Trunk Chaste Tree	20T x 20W
SHRUBS			
	AA	Agave americana / Century Plant	6T x 10W
	AP	Agave parryi / Parry's Agave	2T x 3W
	CA	Caryopteris incana 'Dark Blue' / Dark Blue Common Bluebeard	3T x 3W
	DC	Chrysantha mexicana / Damianta	2T x 2W
	DL	Dasyliion longifolium / Toothless Desert Spoon	6T x 6W
	DW	Dasyliion wheeleri / Grey Desert Spoon	6T x 6W
	HP	Hesperaloe parviflora 'Perla' / Beaklight Red Yucca	2T x 2W
	JU	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper	6T x 8W
	MI	Miscanthus sinensis 'Autumn Red' / Autumn Red Maiden Grass	6T x 4W
	MU	Muhlenbergia capillaris 'Lencor' / Regal Mauve Pink Muhly Grass	3T x 3W
	NO	Nerium oleander 'Dwarf Red' / Dwarf Red Oleander	5T x 5W
	RR	Rosa x 'Nears' / Flower Carpet Red Groundcover Rose	1.5T x 3W
	RO	Rosmarinus x lavandulaceus / Prostrate Rosemary	2T x 2W
	TE	Teucrium chamaedrys / Germanier	1T x 3W
	YY	Yucca filamentosa 'Color Guard' / Color Guard Adam's Needle	3T x 3W



PROJECT MANAGER CAD OPERATOR
 LANDSCAPE ARCHITECT
 CONSULTING ENGINEER
 LAND DEVELOPMENT
 LAND SURVEYING
 SURVEYING
 CIVIL
 PH: 208.848.9873
 WWW.KOBE.COM

DATE: _____
 BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

MERIDIAN
PA II, PHASES I-3
 TOQUERVILLE, UTAH

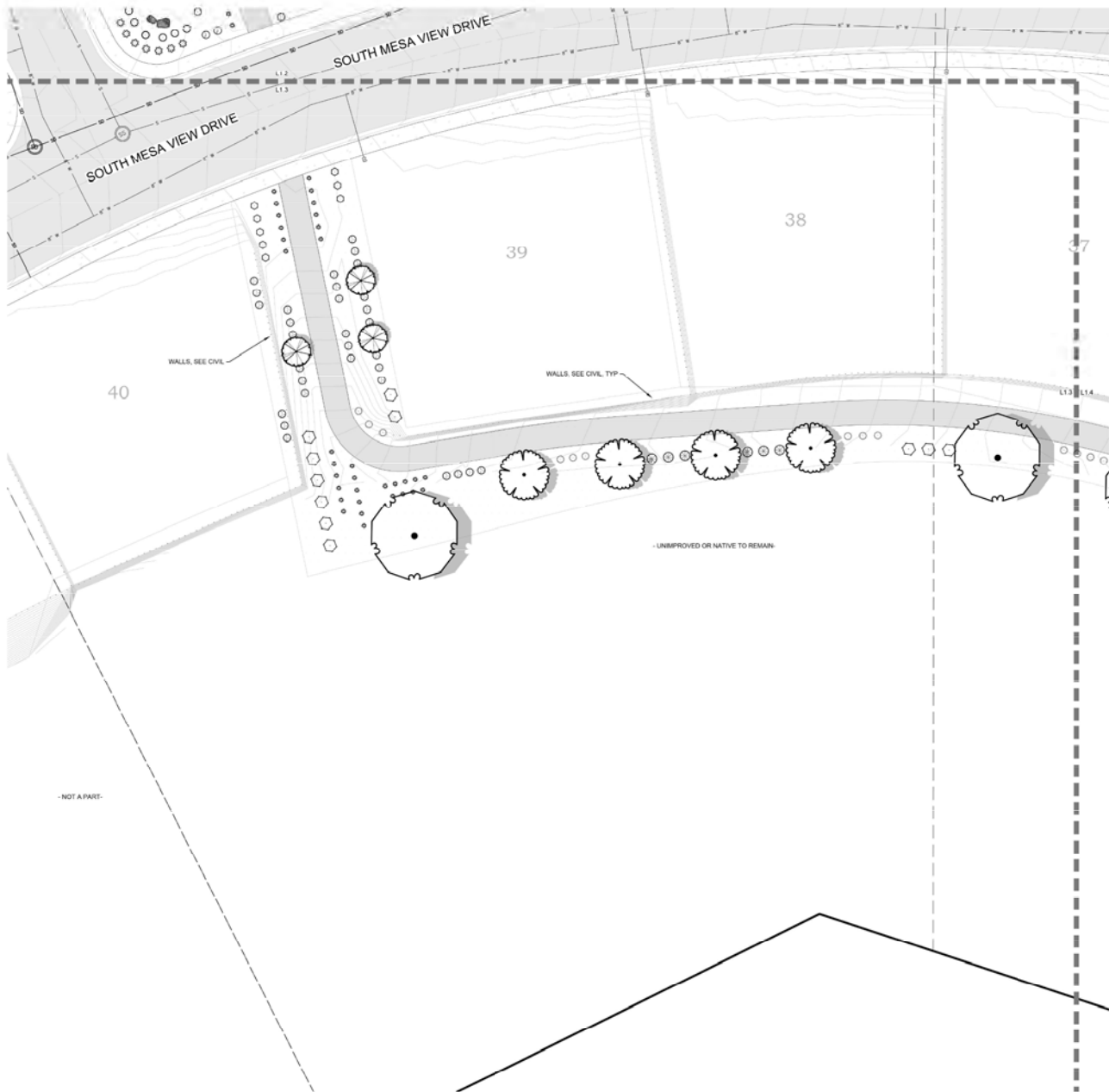
DISCLAIMER:

DESIGNED BY: J. S. WALKER
 DRAWN BY: J. S. WALKER
 DATE: 10/20/20

LANDSCAPE
 PLAN
 MATCH B

LI.2

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LEGEND

- LAWN - SOCCED
STP WATER SAVER, OR APPROVED OTHER
- LANDSCAPE AREAS TO RECEIVE 2" DEPTH ROCK MULCH, 3" PALMING TANK OR APPROVED OTHER, UNLESS OTHERWISE NOTED VIA HATCH OR CALLOUTS
- ROCKERY BEDS, BLACK BASALT, ANGLIUM DATE, 2"-4" WASHED & ANGULAR, 4" DEPTH
4" BLACK STEEL EDGING TO CONTAIN (OWNER OPTION ONLY)
- 100' LOT SOFT FALL MATERIAL, ENGINEERED BANK OR APPROVED OTHER AREA TO HAVE A DRAIN FEEDING A SUBSURFACE BASIN OR OTHER TO AVOID POOLING
- 4-6" ROCK, ANGULAR BASALT OR APPROVED OTHER
- LANDSCAPE ACCENT Boulders
SANDSTONE, 3-4" DIA IN ALL DIMENSIONS
8-10' HIGH, WASHED 3" SIDE UP, DO NOT EXCEED 10' MAX
- 6" VINYL COATED CHAINLINK FENCE WITH 1" DIA SPOUTS AROUND PICKLEBALL COURTS, OR APPROVED OTHER

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	REMARKS
TREES			
	KO	Koeleruteria paniculata / Golden Rain Tree	35' x 35'W
	LG	Lagerstroemia indica / Crape Myrtle	15' x 12'W
	PT	Pinus thunbergii / Japanese Black Pine	40' x 12'W
	PI	Pistacia chinensis / Chinese Pistache	35' x 35'W
	ME	Prostephanus glandulosa 'Maverick' / Maverick Thornless Honey Mesquite	30' x 30'W
	QB	Quercus buckleyi / Buckley Oak	30' x 30'W
	VI	Vitex agnus-castus / Multi-Trunk Chaste Tree	20' x 20'W
SHRUBS			
	AA	Agave americana / Century Plant	6' x 10'W
	AP	Agave parryi / Parry's Agave	2' x 3'W
	CA	Caryopteris incana 'Dark Blue' / Dark Blue Common Bluebeard	3' x 3'W
	DC	Chrysanthemum mexicanum / Damiana	2' x 2'W
	DL	Dasylirotia longifolium / Toothless Desert Spoon	6' x 8'W
	DW	Dasylirotia wheeleri / Grey Desert Spoon	6' x 6'W
	HP	Hesperaloe parviflora 'Peregr' / Brakelights Red Yucca	2' x 2'W
	JU	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper	6' x 8'W
	MI	Miscanthus sinensis 'Autumn Red' / Autumn Red Maiden Grass	6' x 4'W
	MU	Muhlenbergia capillaris 'Lencor' / Regal Mist Pink Muhly Grass	3' x 3'W
	NO	Nerium oleander 'Dwarf Red' / Dwarf Red Oleander	5' x 5'W
	RR	Rosa x 'Nears' / Flower Carpet Red Groundcover Rose	1.5' x 3'W
	RO	Rosmarinus x lavandulaceus / Prostrate Rosemary	2' x 3'W
	TE	Teucrium chamaedrys / Germanier	1' x 3'W
	YY	Yucca filamentosa 'Color Guard' / Color Guard Adam's Needle	3' x 3'W

State of Utah
Professional Engineer
BRIAN W. BARTER
License No. 299-5301
Professional Landscaper
License No. 299-5301

PROJECT MANAGER: [] CAD OPERATOR: []
LANDSCAPE ARCHITECT: JENNIFER BURTON
220 W. FELL DRIVE, SUITE 200
SALT LAKE CITY, UT 84103
PHONE: 801.487.4400
WWW.KCORE.COM

DATE: _____
BY: _____

MERIDIAN
PA II, PHASES I-3
TUCUERVILLE, UTAH

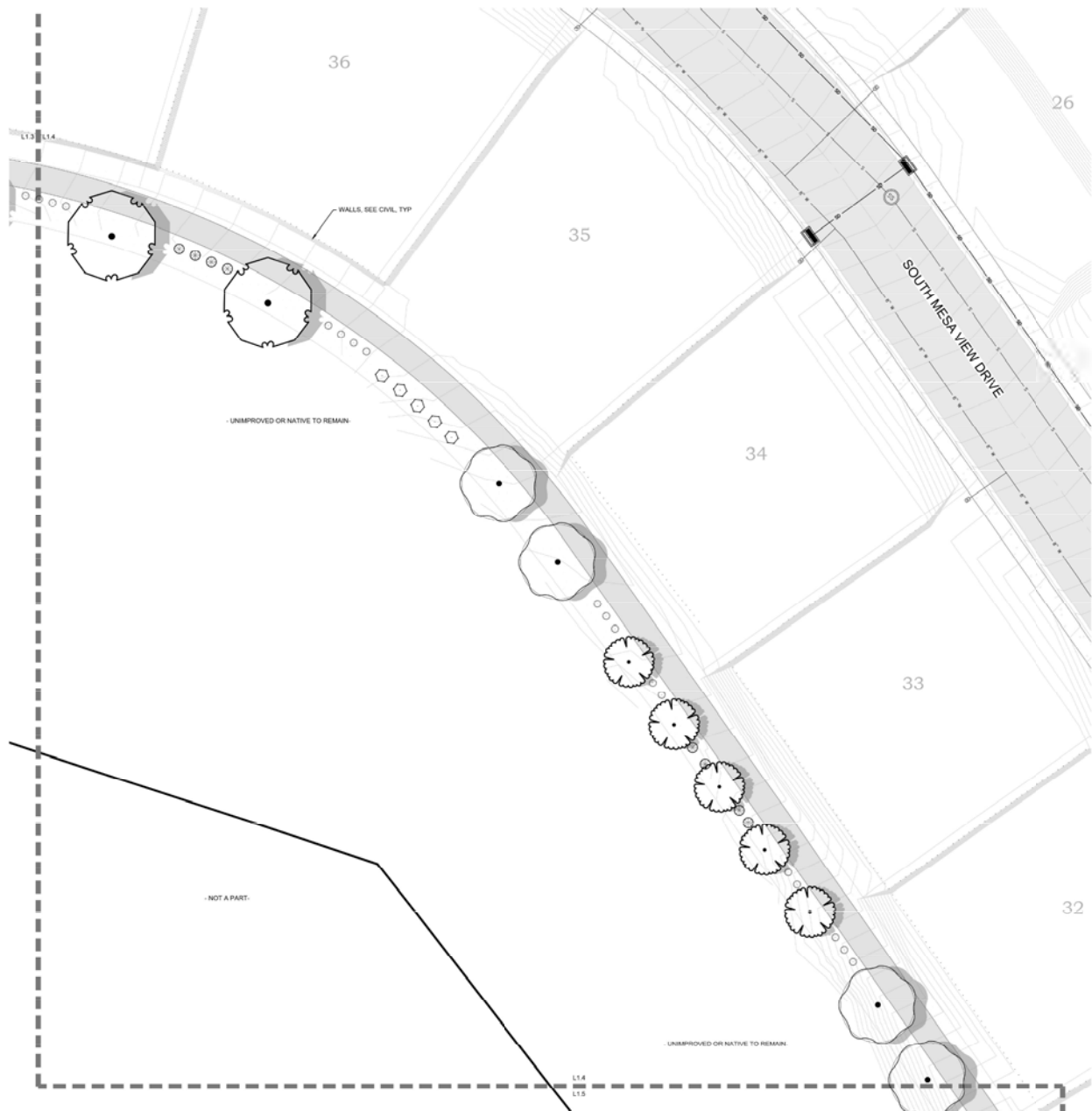
DISCLAIMER:

DESIGNED BY: []
DRAWN BY: []
DATE: []

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LANDSCAPE
PLAN
MATCH C

LI.3



LEGEND

- LAWN - SOCCED
STY WATER SAVER, OR APPROVED OTHER
- LANDSCAPE AREAS TO RECEIVE 2" DEPTH ROCK MULCH, 3" PALMING TANK OR APPROVED OTHER, UNLESS OTHERWISE NOTED VIA HATCH OR CALLOUTS
- BUCKETS (SOLID, BLACK BASALT, ALUMINUM DATE, 2"-4" WASHED & ANGULAR, 4" DEPTH)
4" BLACK STEEL EDGING TO CONTAIN (OWNER OPTION ONLY)
- 10T LOT SOFT FILL MATERIAL, ENGINEERED BANK OR APPROVED OTHER AREA TO HAVE A DRAIN FEEDING A SUBSURFACE BASIN OR OTHER TO AVOID POOLING
- 4-4" ROCK, ANGULAR BASALT OR APPROVED OTHER
- LANDSCAPE ACCENT (BOULDERS)
SANDSTONE, 2"-4" DIA IN ALL DIMENSIONS
#8-10 MESH, WEATHERED SIDE UP; DO NOT SIGN OR MARK
- 4" VINYL COATED CHAINLINK FENCE WITH 1/2" DIA SPOUTS AROUND PICKLEBALL COURTS, OR APPROVED OTHER

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	REMARKS
TREES			
	KO	Koeleria paniculata / Golden Rain Tree	35T x 35W
	LG	Lagerstroemia indica / Crape Myrtle	15T x 12W
	PT	Pinus thunbergii / Japanese Black Pine	40T x 12W
	PI	Pistacia chinensis / Chinese Pistache	35T x 35W
	ME	Prosepio glandulosa 'Maverick' / Maverick Thornless Honey Mesquite	30T x 30W
	QB	Quercus buckleyi / Buckley Oak	30T x 30W
	VI	Vitex agnus-castus / Multi-Trunk Chaste Tree	20T x 20W
SHRUBS			
	AA	Agave americana / Century Plant	6T x 10W
	AP	Agave parryi / Parry's Agave	2T x 3W
	CA	Caryopteris incana 'Dark Blue' / Dark Blue Common Bluebeard	3T x 3W
	DC	Chrysantha mexicana / Damianta	2T x 2W
	DL	Dasyliroton longifolium / Toothless Desert Spoon	6T x 8W
	DW	Dasyliroton wheeleri / Grey Desert Spoon	6T x 6W
	HP	Hesperaloe parviflora 'Perla' / Beaklight Red Yucca	2T x 2W
	JU	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper	6T x 8W
	MI	Miscanthus sinensis 'Autumn Red' / Autumn Red Maiden Grass	6T x 4W
	MU	Muhlenbergia capillaris 'Lencor' / Regal Mist Pink Muhly Grass	3T x 3W
	NO	Nerium oleander 'Dwarf Red' / Dwarf Red Oleander	5T x 5W
	RR	Rosa x 'Nears' / Flower Carpet Red Groundcover Rose	1.5T x 3W
	RO	Rosmarinus x lavandulaceus / Prostrate Rosemary	2T x 3W
	TE	Teucrium chamaedrys / Germanier	1T x 3W
	YY	Yucca filamentosa 'Color Guard' / Color Guard Adam's Needle	3T x 3W

PROJECT MANAGER: _____ CAD OPERATOR: _____

LANDSCAPE ARCHITECT: JESSE M. BARBER
220 W. TELLER AVENUE, SUITE 200
SALT LAKE CITY, UT 84103
PHONE: 801.466.4000

MERIDIAN
PA II, PHASES I-3
TUCUERVILLE, UTAH

DATE: _____

BY: _____

DISCLAIMER:

DESIGNED BY: JESSE M. BARBER
DRAWN BY: _____
DATE: _____

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LANDSCAPE PLAN MATCH D

LI.4



JOB NO. PROJECT NAME CAD OPERATOR
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 LAND DEVELOPMENT
 LAND SURVEYING
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LANDSCAPE ARCHITECT: JEFFREY BUTLER
 CIVIL ENGINEER: JEFFREY BUTLER
 SURVEYOR: JEFFREY BUTLER
 2009-5301
 2009-5301

MERIDIAN
PA II, PHASES I-3
 TOQUERVILLE, UTAH

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LANDSCAPE
 PLAN
 MATCH E

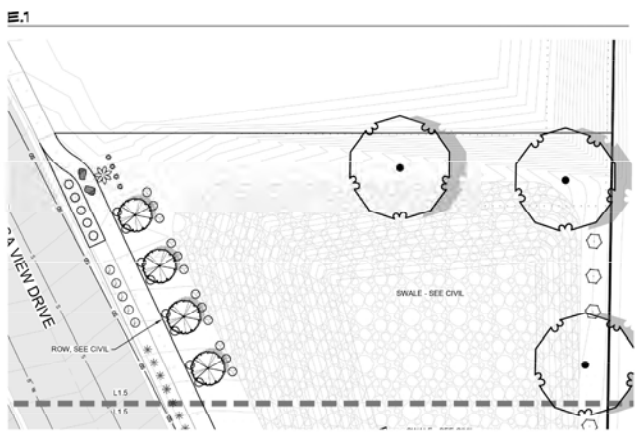
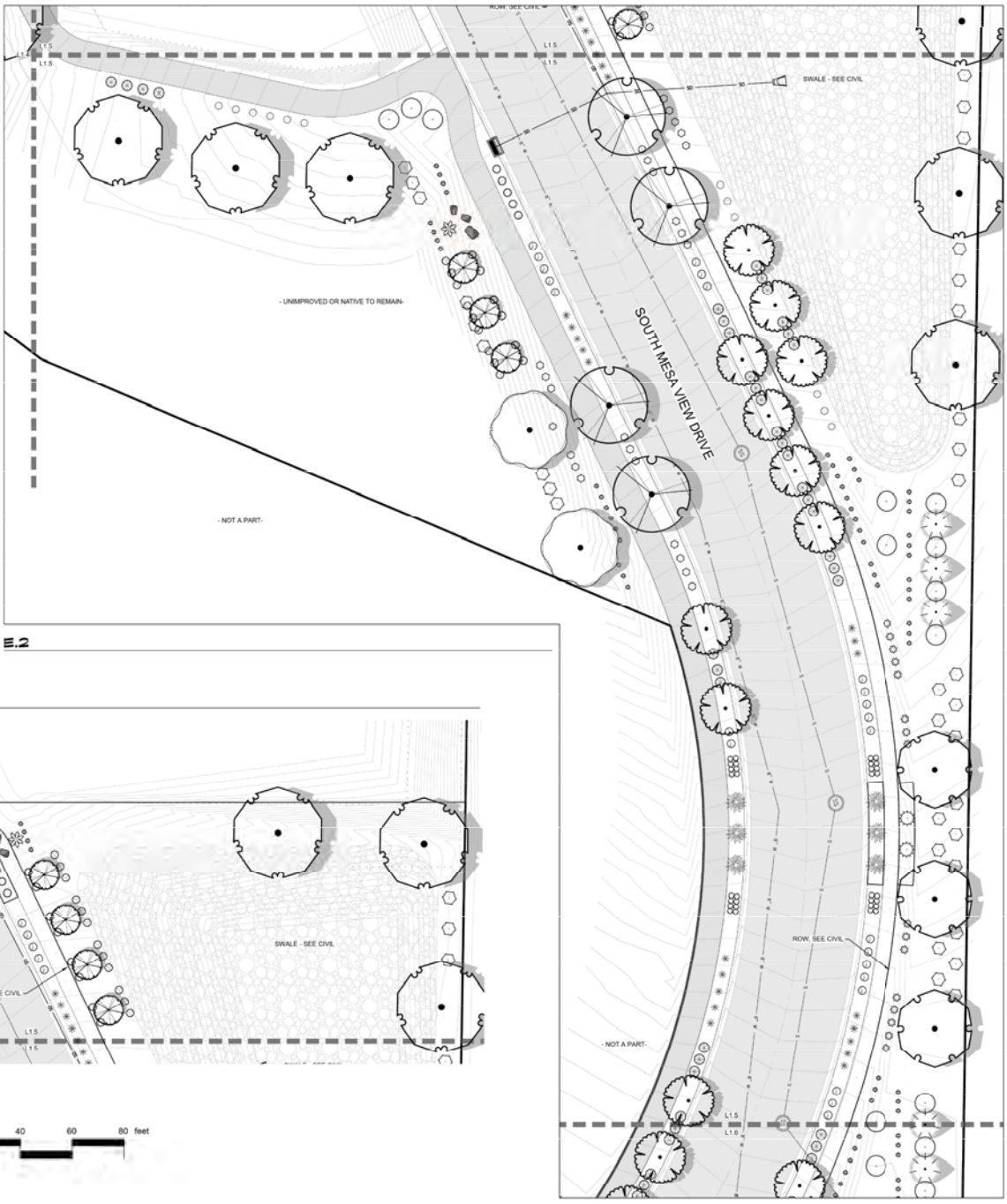
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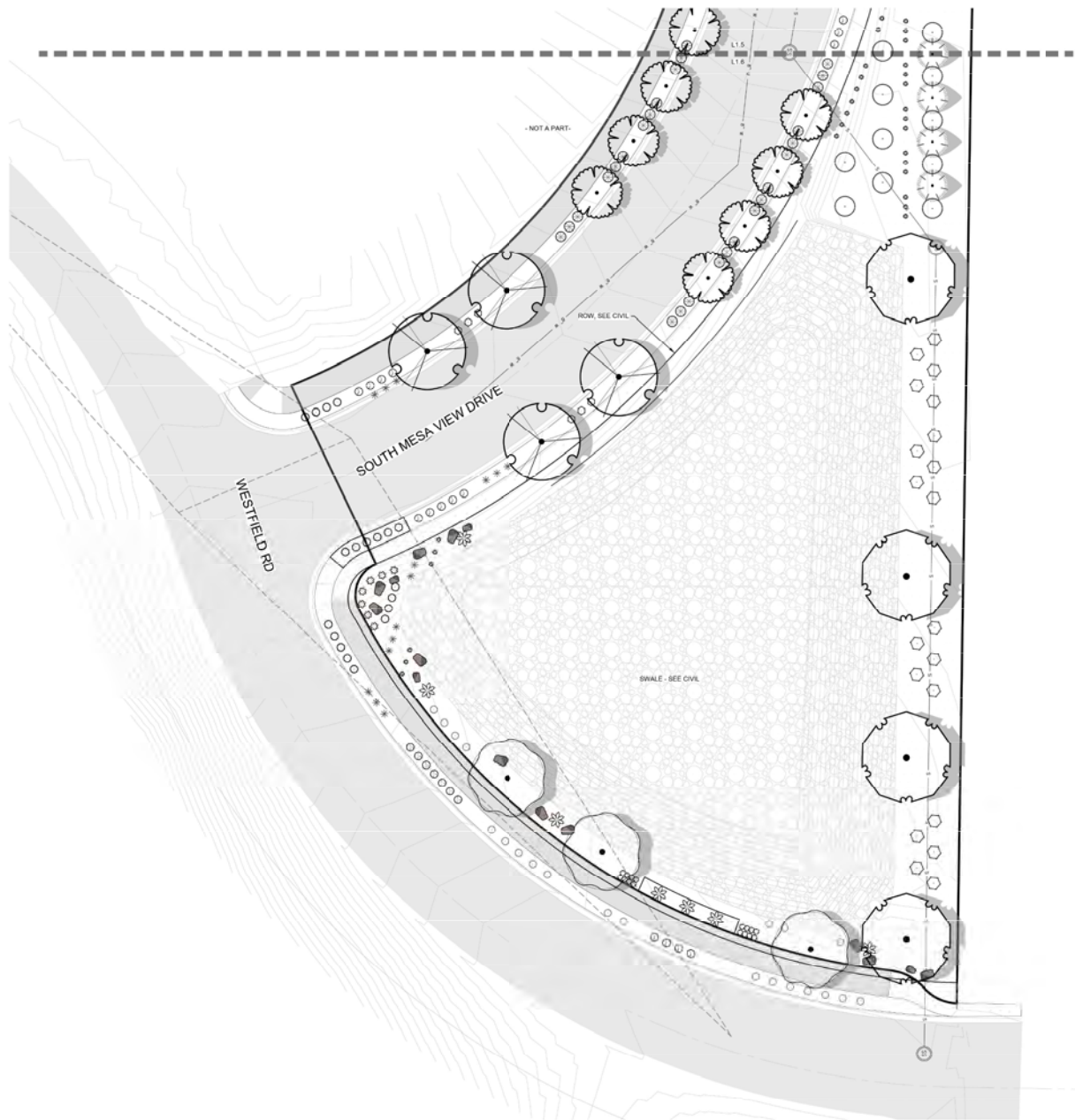
LEGEND

- LAWN - SODDED
ETP WATER SAVER, OR APPROVED OTHER
- LANDSCAPE AREAS TO RECEIVE 2" DEPTH ROCK MULCH, 3" FALCONING SAND OR APPROVED OTHER, UNLESS OTHERWISE NOTED VIA HATCH OR CALLOUTS
- ROCKERY BEDS, BLACK BASALT, ANGLESTONE, 2"-4" WASHED & ANGULAR, 4" DEPTH
4" BLACK STEEL EDGING TO CONTAIN (OWNER OPTION ONLY)
- SOFT FALL MATERIAL, ENGINEERED BANK OR APPROVED OTHER AREA TO HAVE A DRAIN FEEDING A SUBSURFACE BASIN OR OTHER TO AVOID POOLING
- 4-6" ROCK, ANGULAR BASALT OR APPROVED OTHER
- LANDSCAPE ACCENT BOULDERS
SANDSTONE, 2'-4' DIA IN ALL DIMENSIONS
#10-100 MESH, WEATHERED SIDE UP; DO NOT EXCEED MAIN
- 6" VINYL COATED CHARBURN FENCE WITH MAIN GATES AROUND PICKLEBALL COURTS, OR APPROVED OTHER

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	REMARKS
TREES			
	KO	Koeleria paniculata / Golden Rain Tree	35T x 35W
	LG	Lagerstroemia indica / Crape Myrtle	15T x 12W
	PT	Pinus thunbergii / Japanese Black Pine	40T x 12W
	PI	Pistacia chinensis / Chinese Pistache	35T x 35W
	ME	Proscopis glandulosa 'Maverick' / Maverick Thornless Honey Mesquite	30T x 30W
	QB	Quercus buckleyi / Buckley Oak	30T x 30W
	VI	Vitex agnus-castus / Multi-Trunk Chaste Tree	20T x 20W
SHRUBS			
	AA	Agave americana / Century Plant	6T x 10W
	AP	Agave parryi / Parry's Agave	2T x 3W
	CA	Caryopteris incana 'Dark Blue' / Dark Blue Common Bluebeard	3T x 3W
	DC	Chrysanthera mexicana / Damiante	2T x 2W
	DL	Dasylirion longifolium / Toothless Desert Spoon	6T x 8W
	DW	Dasylirion wheeleri / Grey Desert Spoon	6T x 6W
	HP	Hesperaloe parviflora 'Peregr' / Beaklight Red Yucca	2T x 2W
	JU	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper	6T x 8W
	MI	Miscanthus sinensis 'Autumn Red' / Autumn Red Maiden Grass	6T x 4W
	MU	Muhlenbergia capillaris 'Lencor' / Regal MatB Pink Muhly Grass	3T x 3W
	NO	Nerium oleander 'Dwarf Red' / Dwarf Red Oleander	5T x 5W
	RR	Rosa x 'Nears' / Flower Carpet Red Groundcover Rose	1.5T x 3W
	RO	Rosmarinus x lavandulaceus / Prostrate Rosemary	1T x 3W
	TE	Teucrium chamaedrys / Germanier	1T x 3W
	YY	Yucca filamentosa 'Color Guard' / Color Guard Adam's Needle	3T x 3W





LEGEND

- LAWN - SODDED
OR WATER SAVER, OR APPROVED OTHER
- LANDSCAPE AREAS TO RECEIVE 2" DEPTH ROCK MULCH, 3" MULCHING TANK OR APPROVED OTHER, UNLESS OTHERWISE NOTED VIA HATCH OR CALLOUTS
- ROCKERY BEDS, BLACK BASALT MULCH, 2" WASHED & ANGULAR, 4" DEPTH 4" BLACK STEEL EDGING TO CONTAIN (OWNER OPTION ONLY)
- 100% LOT SOFT FALL MATERIAL, ENGINEERED BANK OR APPROVED OTHER AREA TO HAVE A DRAIN FEEDING A SUBSURFACE BASIN OR OTHER TO AVOID POOLING
- 4" ROCK, ANGULAR BASALT OR APPROVED OTHER
- LANDSCAPE ACCENT BOULDERS
SANDSTONE, 2"-4" DIA IN ALL DIMENSIONS
OR 10-15 MM, WEATHERED SIZE UP, DO NOT EXCEED 20 MM
- 6" VINYL COATED CHAINLINK FENCE WITH MAN-CATS AROUND PICKLEBALL COURTS, OR APPROVED OTHER

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	REMARKS
TREES			
	KO	Koeleruteria paniculata / Golden Rain Tree	35' x 35'W
	LG	Lagerstroemia indica / Crape Myrtle	15' x 12'W
	PT	Pinus thunbergi / Japanese Black Pine	40' x 12'W
	PI	Pistacia chinensis / Chinese Pistache	35' x 35'W
	ME	Prosepis glandulosa 'Maverick' / Maverick Thornless Honey Mesquite	30' x 30'W
	QB	Quercus buckleyi / Buckley Oak	30' x 30'W
	VI	Vitex agnus-castus / Multi-Trunk Chaste Tree	20' x 20'W
SHRUBS			
	AA	Agave americana / Century Plant	6' x 10'W
	AP	Agave parryi / Parry's Agave	2' x 3'W
	CA	Caryopteris incana 'Dark Blue' / Dark Blue Common Bluebeard	3' x 3'W
	DC	Chrysantha mexicana / Damianta	2' x 2'W
	DL	Dasyliroa longifolium / Toothless Desert Spoon	6' x 6'W
	DW	Dasyliroa wheeleri / Grey Desert Spoon	6' x 6'W
	HP	Hesperaloe parviflora 'Peregr' / Beaklight Red Yucca	2' x 2'W
	JU	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper	6' x 8'W
	MI	Miscanthus sinensis 'Autumn Red' / Autumn Red Maiden Grass	6' x 4'W
	MU	Muhlenbergia capillaris 'Lencor' / Regal Mist Pink Muhly Grass	3' x 3'W
	NO	Nerium oleander 'Dwarf Red' / Dwarf Red Oleander	5' x 5'W
	RR	Rosa x 'Nears' / Flower Carpet Red Groundcover Rose	1.5' x 3'W
	RO	Rosmarinus x lavandulaceus / Prostrate Rosemary	2' x 3'W
	TE	Teucrium chamaedrys / Germanier	1' x 3'W
	YY	Yucca filamentosa 'Color Guard' / Color Guard Adam's Needle	3' x 3'W

State of Utah
Professional Engineer
BRIAN W. BAUER
Lic# 299-5301
Professional Landscaper
Lic# 299-5301

PROJECT MANAGER
CAD OPERATOR

LANDSCAPE ARCHITECT
JENNIFER BURTON
2010 N. TULLOCH DRIVE, SUITE 100
SALT LAKE CITY, UT 84119
PHONE: 801.487.4000
WWW.KOBE.COM

DATE: _____
BY: _____

**MERIDIAN
PA II, PHASES I-3**
TOQUERVILLE, UTAH

DISCLAIMER:

DESIGNED BY: J. BAUER
DRAWN BY: J. BAUER
DATE: 08/20/24

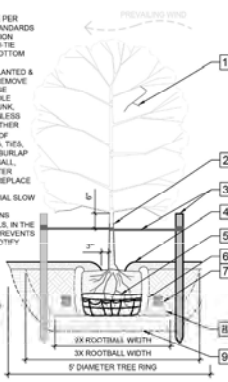
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LANDSCAPE
PLAN
MATCH F

LI.6

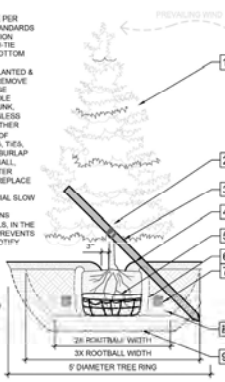
TREES & SHRUBS INVENTORED IN SOIL ON LIEU OF BALL & BURLAP TO RECEIVE SAME INSTALLATION TREATMENT. REMOVE SOIL AND RETURN TO NURSERY OR DISPOSE OF OFF-SITE. ENSURE ALL NURSERY REQUIREMENTS & RECOMMENDATIONS ARE CONDUCTED FOR ALL PLANT MATERIALS.

- NOTES:**
1. REMOVE DEAD/DAMAGED BRANCHES PRUNE PER INTERNATIONAL SOCIETY ARBOCULTURE STANDARDS
 2. REMOVE TREE WRAPPING AFTER INSTALLATION
 3. CONTRACTOR OPTION: STAKING WITH CINCH-TIE RUBBER RECOMMENDED 1' DOWN FROM BOTTOM BRANCH, PARALLEL TO PREVAILING WINDS. CONTRACTOR SHALL ENSURE TREES ARE PLANTED & REMAIN PLUMB FOR DURATION OF 1-YEAR. REMOVE STAKING AT END OF PERIOD. DO NOT DAMAGE ROOTBALL. USE 2"X2" CEDAR OR 3" LOGSPOLE
 4. 3" DEPTH MULCH. SHALL BE 3" CLEAR OF TRUNK. PROVIDE TREE-RINGS IN LAWN, 3" DIA MIN UNLESS OTHERWISE SPECIFIED. WOOD MULCH OR OTHER
 5. REMOVE BURLAP. TWINE, WIRE FROM TOP 1' OF ROOTBALL. COMPLETELY REMOVE ALL WAXES, TEES, PLASTIC, SYNTHETIC/NON-BIODEGRADABLE BURLAP
 6. PROVIDE 3/4" COMPOST MIX AROUND ROOTBALL. PROVIDE 2" BERM AROUND TREE TO ADD WATER RETENTION. REMOVE AT END OF PROJECT. REPLACE MULCH AS NEEDED.
 7. FERTILIZER TABLETS. AGRI-FORM COMMERCIAL SLOW RELEASE OR APPROVED OTHER
 8. SOIL PLANTING MIXTURE. SEE SPECIFICATIONS
 9. SET ROOTBALL ON COMPACTED NATIVE SOILS. IN THE EVENT OF A HARDPAN WHICH HINDERS OR PREVENTS PLANTING PER DETAIL & SPECIFICATIONS, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY
 10. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT FOR ANY DISCREPANCIES OR LACK OF CLARITY ON PLANS
 11. DO NOT DAMAGE LEADER OR ROOTBALL
 12. ROOT FRAMES WITHIN 3/4" OF TRUNK. TOP ROOTS SHALL BE EIGHTH (1/8") ABOVE FINISHED GRADE
 13. WATER THROUGHLY 1/2" WITHIN FIRST 24 HOURS
 14. TREES OFF-PLUMB OR DEAD/DAMAGED DURING INSTALLATION/CONSTRUCTION SHALL BE REPLACED AT EXPENSE OF CONTRACTOR WITHIN 1-YEAR PERIOD



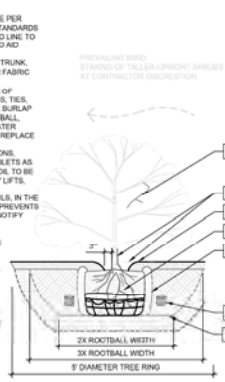
DETAIL FILE

- NOTES:**
1. REMOVE DEAD/DAMAGED BRANCHES PRUNE PER INTERNATIONAL SOCIETY ARBOCULTURE STANDARDS
 2. REMOVE TREE WRAPPING AFTER INSTALLATION
 3. CONTRACTOR OPTION: STAKING WITH CINCH-TIE RUBBER RECOMMENDED 1' DOWN FROM BOTTOM BRANCH, PARALLEL TO PREVAILING WINDS. CONTRACTOR SHALL ENSURE TREES ARE PLANTED & REMAIN PLUMB FOR DURATION OF 1-YEAR. REMOVE STAKING AT END OF PERIOD. DO NOT DAMAGE ROOTBALL. USE 2"X2" CEDAR OR 3" LOGSPOLE
 4. 3" DEPTH MULCH. SHALL BE 3" CLEAR OF TRUNK. PROVIDE TREE-RINGS IN LAWN, 3" DIA MIN UNLESS OTHERWISE SPECIFIED. WOOD MULCH OR OTHER
 5. REMOVE BURLAP. TWINE, WIRE FROM TOP 1' OF ROOTBALL. COMPLETELY REMOVE ALL WAXES, TEES, PLASTIC, SYNTHETIC/NON-BIODEGRADABLE BURLAP
 6. PROVIDE 3/4" COMPOST MIX AROUND ROOTBALL. PROVIDE 2" BERM AROUND TREE TO ADD WATER RETENTION. REMOVE AT END OF PROJECT. REPLACE MULCH AS NEEDED.
 7. FERTILIZER TABLETS. AGRI-FORM COMMERCIAL SLOW RELEASE OR APPROVED OTHER
 8. SOIL PLANTING MIXTURE. SEE SPECIFICATIONS
 9. SET ROOTBALL ON COMPACTED NATIVE SOILS. IN THE EVENT OF A HARDPAN WHICH HINDERS OR PREVENTS PLANTING PER DETAIL & SPECIFICATIONS, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY
 10. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT FOR ANY DISCREPANCIES OR LACK OF CLARITY ON PLANS
 11. DO NOT DAMAGE LEADER OR ROOTBALL
 12. ROOT FRAMES WITHIN 3/4" OF TRUNK. TOP ROOTS SHALL BE EIGHTH (1/8") ABOVE FINISHED GRADE
 13. WATER THROUGHLY 1/2" WITHIN FIRST 24 HOURS
 14. TREES OFF-PLUMB OR DEAD/DAMAGED DURING INSTALLATION/CONSTRUCTION SHALL BE REPLACED AT EXPENSE OF CONTRACTOR WITHIN 1-YEAR PERIOD



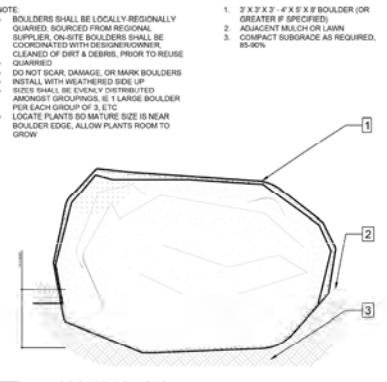
DETAIL FILE

- NOTES:**
1. REMOVE DEAD/DAMAGED BRANCHES PRUNE PER INTERNATIONAL SOCIETY ARBOCULTURE STANDARDS
 2. DO NOT COVER CROWN OF SHRUB. GROUND LINE TO BE SAME AS NURSERY. PROVIDE 2" BERM TO ADD WATERING
 3. 3" DEPTH MULCH. SHALL BE 2"-3" CLEAR OF TRUNK. OVER COMMERCIAL GRADE WEED BARRIER FABRIC UNLESS OTHERWISE NOTED
 4. REMOVE BURLAP. TWINE, WIRE FROM TOP 1' OF ROOTBALL. COMPLETELY REMOVE ALL WAXES, TEES, PLASTIC, SYNTHETIC/NON-BIODEGRADABLE BURLAP
 5. PROVIDE 3/4" COMPOST MIX AROUND ROOTBALL. PROVIDE 2" BERM AROUND TREE TO ADD WATER RETENTION. REMOVE AT END OF PROJECT. REPLACE MULCH AS NEEDED.
 6. SOIL PLANTING MIXTURE. SEE SPECIFICATIONS. PROVIDE BIOTINIZANTS & FERTILIZER TABLETS AS RECOMMENDED FOR EACH SHRUB TYPE. SOIL TO BE INSTALLED IN UNTIMPED/UNCOMPACTED 1/2" LIFTS. WATER EACH LAYER THOROUGHLY
 7. SET ROOTBALL ON COMPACTED NATIVE SOILS. IN THE EVENT OF A HARDPAN WHICH HINDERS OR PREVENTS PLANTING PER DETAIL & SPECIFICATIONS, NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY
 9. CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT FOR ANY DISCREPANCIES OR LACK OF CLARITY ON PLANS
 10. DO NOT DAMAGE LEADER OR ROOTBALL
 11. ROOT FRAMES WITHIN 3/4" OF TRUNK. TOP ROOTS SHALL BE EIGHTH (1/8") ABOVE FINISHED GRADE
 12. WATER THROUGHLY 1/2" WITHIN FIRST 24 HOURS
 13. APPLY FEE-EMERGENT TO ALL PLANTER BEDS. PER MANUFACTURER'S RECOMMENDATIONS
 14. SHRUBS OFF-PLUMB OR DEAD/DAMAGED DURING INSTALLATION/CONSTRUCTION SHALL BE REPLACED AT EXPENSE OF CONTRACTOR WITHIN 1-YEAR PERIOD
 15. IF CONTAINER-GROWN PLANT IN LIEU OF BALL & BURLAP. LOOSEN TO PREVENT ROOT-BOUND ISSUES



DETAIL FILE

- NOTE:**
- BOULDERS SHALL BE LOCALLY REGIONALLY QUARRIED. SOURCED FROM REGIONAL SUPPLIER. ON-SITE BOULDERS SHALL BE COORDINATED WITH DESIGN/OVERSEER
 - CLEANED OF DIRT & DEBRIS, PRIOR TO REUSE
 - QUARRIED
 - DO NOT SCAR, DAMAGE, OR MARK BOULDERS
 - INSTALL WITH WEATHERED SIDE UP
 - SIZES SHALL BE EVENLY DISTRIBUTED
 - ANCHOR SET GROUPINGS: #1 LARGER BOLLIDER PER EACH GROUP OF 3, ETC
 - LOCATE PLANTS SO MATURE SIZE IS NEAR BOULDER EDGE. ALLOW PLANTS ROOM TO GROW



DETAIL FILE



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 Consulting Engineering
 Land Development
 Land Surveying
 Surveying
 Civil
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 www.KCRE.com
 1000 N. 1000 W. SALT LAKE CITY, UT 84119
 LANDSCAPE ARCHITECT: JAMES B. HUNTER
 220 W. 1000 S. SALT LAKE CITY, UT 84119
 208.264.4837
 jbhunter@kcre.com

DATE: _____
 D. SITE: _____
 A

MERIDIAN
 PA II, PHASES I-3
 TOQUERVILLE, UTAH

DISCLAIMER:

DESIGNED BY: JAMES B. HUNTER
 DRAWN BY: JAMES B. HUNTER
 DATE: 08/20/2024

LANDSCAPE NOTES & DETAILS

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IRRIGATION NOTES

- IRRIGATION SYSTEM DESIGN IS BASED ON (ASSUMED) AVAILABILITY OF STATIC PRESSURES [75 G.P.M. WITH 120 P.S.I.] AT THE SOURCE. (DESIGN IS BASED ON A 65 MIN.)
- ALL AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM ENSURING COMPLETE COVERAGE AND IS PROPERLY ZONED FOR EACH REQUIRED WATER USE. PROVIDE SEPARATE INDIVIDUAL STATIONS FOR DIFFERENT HYDROZONES. PLANTER BEDS AND LAWN AREAS SHALL BE ON DIFFERENT HYDROZONES.
- CONTRACTOR SHALL ADHERE TO ALL LOCAL, MUNICIPAL, STATE ORDINANCES, COOPER, LAWS, REGULATIONS, ETC. (NO LIMITS, BUT NOT LIMITED TO) POINT OF CONNECTION, BACKFLOW, ETC.
- IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT, OR DESIGN PROFESSIONAL, AND GENERAL CONTRACTOR IMMEDIATELY.
- CONTRACTOR SHALL CONTACT ALL REQUIRED AGENCIES PRIOR TO DEMOLITION AND CONSTRUCTION, AND IS RESPONSIBLE FOR OBTAINING & PAYING ALL RESPECTIVE PERMITS & FEES TO COMPLETE THIS WORK.
- CONTRACTOR SHALL VERIFY LOCATIONS OF ALL UTILITIES AND OTHER IMPROVEMENTS PRIOR TO DEMOLITION AND CONSTRUCTION, AND IS LIABLE FOR ANY DAMAGES TO EXISTING UTILITIES AND IMPROVEMENTS, WHICH REPAIRS & REPLACEMENTS SHALL BE PAID AT CONTRACTOR'S EXPENSE. (SEE SURVEY, CIVIL, PLANS, ETC. AND COORDINATE WITH GENERAL CONTRACTOR.)
- COORDINATE ALL IRRIGATION INSTALLATION EFFORTS WITH ARCHITECTURAL, CIVIL, MECHANICAL, ELECTRICAL, AND GENERAL CONTRACTOR.
- COORDINATE ALL TRENCHING, SLEEVES, CONDUIT WITH RESPECTIVE CONTRACTORS AND REFER TO ALL CONSULTANT SHEETS, CIVIL ENGINEERING, ETC. KEEP TRENCHES 24" MINIMUM AWAY FROM ADJACENT HARDSCAPES WHERE POSSIBLE.
- CONTRACTOR SHALL REFER TO ALL DETAILS AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- ALL SLEEVES SHALL BE INCLUDED IN THIS IRRIGATION CONTRACT. SLEEVE LOCATIONS ON PLAN ARE SCHEMATIC AND SHALL BE FIELD VERIFIED.
- EXTEND SLEEVES A MINIMUM OF 18" BEYOND BACK OF CURB OR HARDSCAPE EDGE. CAP OR TAPE ENDS OF SLEEVES AND MARK WITH A PAINTED STAKE, 24" OR OTHER EXTENDING 18" MIN ABOVE GROUND. STAKES ARE TO REMAIN IN PLACE UNTIL IRRIGATION IS COMPLETE. PROVIDE COMPACTED SUBBASE AS NECESSARY AT HARD SURFACE LOCATIONS.
- CONTROLLER LOCATIONS PER PLAN. COORDINATE WITH GENERAL CONTRACTOR. A LICENSED ELECTRICIAN SHALL PROVIDE THE APPROPRIATE WIRING TO THE CONTROLLER FROM POWER SUPPLY PER LOCAL AND STATE CODES.
- INDOOR CONTROLLERS SHALL HAVE A 1/2" SWEEP-ELL TO INSIDE SPECIFIED ROOM LOCATION. COORDINATE WITH GENERAL CONTRACTOR. ARCHITECTURAL, ELECTRICAL, PLUMBING & MECHANICAL WIRING SHALL BE LOCATED IN APPROPRIATE 20" TO 24" CONDUIT (1" MINIMUM SEPARATE FROM IRRIGATION CONDUITS), OR PER ELECTRICAL ENGINEERING/ELECTRICIAN. ALL ELECTRICAL WORKS SHALL MEET OR EXCEED N.E.C., STATE AND LOCAL CODES, AND MANUFACTURER'S RECOMMENDATIONS.
- CONTROLLERS SHALL PROVIDE INDIVIDUAL, PRECISE STATION TIMING, SHALL ACCOUNT FOR EXTREMES IN PRECIPITATION RATES, AND PROVIDE AT LEAST ONE PROGRAM PER EACH HYDROZONE. TO AVOID RUN-OFF PROVIDE MULTIPLE SUFFICIENT WATERING CYCLES.
- PROVIDE BACKUP FOR POWER FAILURE FOR ALL INDIVIDUAL PROGRAMMED STATIONS.
- CONTRACTOR SHALL REMOVE ALL EXPOSED ROCK DEBRIS AND OTHER WASTE DUE TO TRENCHING AND DIGGING.
- ALL 24 VOLT POWER WIRING SHALL BE #14 AWG SOLID COPPER AND ALL ABOVE GROUND 120 VOLT AND 24 VOLT WIRE SHALL BE IN APPROPRIATE CONDUIT. (BY PVC OR APPROVED OTHER)
- ALL MATERIALS SHALL BE NEW AND WITHOUT DEFECTS OF QUALITY AND PERFORMANCE SPECIFIED. AND SHALL MEET THE REQUIREMENTS OF THE SYSTEM. USE MATERIAL AS SPECIFIED. SUBSTITUTIONS ARE NOT PERMITTED WITHOUT PRIOR WRITTEN CONSENT OF OWNER AND/OR DESIGN PROFESSIONAL.
- PROVIDE A MINIMUM OF (1) QUICK-COUPLER VALVE PER EACH (8) AUTOMATIC VALVE ZONES, OR APPROVED ALTERNATIVE.
- IRRIGATION PING LAYOUT IS SCHEMATIC IN NATURE. FIELD-VERIFY AND ADJUST AS NEEDED. LOCATE LINES IN LANDSCAPE AREAS WHERE THEY APPEAR UNDER HARDSCAPE ON PLAN. UNLESS INDICATION OF SLEEVING IS SHOWN OR NECESSARY.
- BASE PLAN AND LOCATION OF EXISTING EQUIPMENT IS SCHEMATIC IN NATURE. FIELD VERIFY ALL LOCATIONS AND CONDITIONS PRIOR TO DEMOLITION AND CONSTRUCTION. ADJUST AS NEEDED.
- ALL MAINLINE FITTING SHALL BE SCHEDULE 40, SOLVENT WELDED TYP. UNLESS NOTED OTHERWISE.
- ALL LATERAL LINES SHALL BE (N) UNLESS LABELED OTHERWISE.
- POP-UP IRRIGATION HEADS IN LAWN AREAS SHALL HAVE A MINIMUM 4" RISER HEIGHT. 12" IN PLANTER BEDS. PROVIDE EFFECTIVE WATERING, AND PLANTER BEDS SHALL HAVE 18" MINIMUM RISER HEIGHT UNLESS DRIP IRRIGATION IS SPECIFIED.
- IRRIGATION CONTRACTORS SHALL MAKE NECESSARY MINOR FIELD-ADJUSTMENTS TO SPRINKLER NOZZLES, SPRINKLERS, PIPES, AND ALL OTHER IRRIGATION EQUIPMENT TO FIT THE AS-BUILT SITE. ENSURE 100% HEAD-TO-HEAD COVERAGE WITHOUT OVERSPRAY ON ADJACENT IMPERVIOUS SURFACES OR UTILITIES.
- ADJUST HEAD AND PIPE LOCATIONS AS REQUIRED TO AVOID DAMAGING EXISTING TREE ROOTS WITHIN THE TREE CRITICAL ROOT ZONE (CRZ).
- IRRIGATION CONTRACTOR SHALL USE THE MANUFACTURER'S APPROVED PRESSURE REGULATING MODULE AS SPECIFIED TO ADJUST ZONE OPERATING PRESSURES TO AN AVERAGE OF 30 P.S.I. IN SPRAY ZONES AND 45 P.S.I. IN ROTOR ZONES.
- IRRIGATION CONTRACTOR SHALL COMPLETE AS-BUILT DRAWINGS IN PDF FORMAT UPON COMPLETION PRIOR TO FINAL PAYMENT, AND SHALL GUARANTEE THE ENTIRE SYSTEM TO BE COMPLETE AND PERFECTLY FUNCTIONING IN EVERY ASPECT FOR A PERIOD OF ONE-YEAR FROM DATE OF ACCEPTANCE. CONTRACTOR IS RESPONSIBLE FOR EXPENSES BY DATE TO REPAIR AND REPLACEMENT OF DAMAGED AND DEFECTIVE PARTS DURING THIS TIME PERIOD.
- CONTRACTOR SHALL PERFORM WINTERIZATION AND SPRING START-UP WITHIN THIS CONTRACT, NOT AT AN EXTRA ADDITIONAL COST, FOR THE GUARANTEE PERIOD OF ONE-YEAR.
- CONTRACTOR SHALL PROVIDE CERTIFICATE OF COMPLETION, AND ALSO SCHEDULING, LANDSCAPE MAINTENANCE SCHEDULES, IRRIGATION AUDIT, SURVEY, AND IRRIGATION WATER USE ANALYSIS TO OWNER IN PDF FORMAT.

LEGEND

- AREA TO RECEIVE POINT-TO-POINT (DREP) EMISSIONS
- AREA TO RECEIVE TURF SPRAY IRRIGATION

ADHERE TO STATE & CITY CODES FOR IRRIGATION. ECO-SMART EQUIPMENT (CONTROLLER, SENSOR, ETC) AND HIGH-EFFICIENT IRRIGATION COMPONENTS WILL BE PROVIDED IN IRRIGATION BIDDING. TREES SHALL BE ON SEPARATE HYDROZONES FROM LAWNS. LAWN AREAS SHALL BE ON SEPARATE HYDROZONES FROM OTHER LANDSCAPING.



JOB NO. PROJECT MANAGER CAD OPERATOR

 K CONSULTING ENGINEERING
 LAND DEVELOPMENT
 LAND SURVEYING
 MECHANICAL
 CIVIL
 DCA

200 S. FALLS BL. SUITE 101
 LANDSCAPE ARCHITECT JENNIFER BUTLER
 200 S. FALLS BL. SUITE 101
 SALT LAKE CITY, UT 84107
 313-262-9046 FAX 313-262-9047
 313-262-9046 FAX 313-262-9047

DATE: _____
 BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

MERIDIAN
PA II, PHASES I-3
 TOQUERVILLE, UTAH

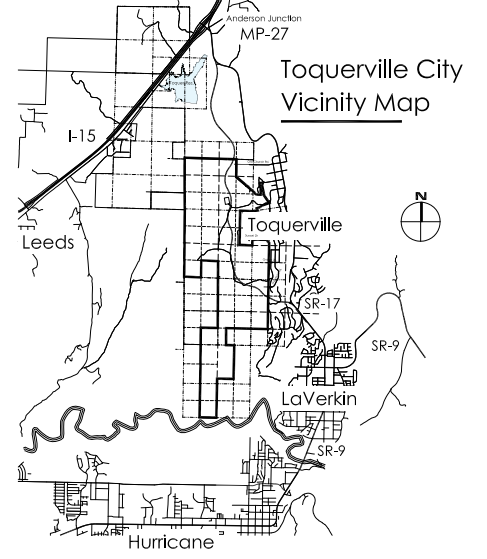
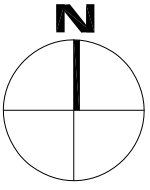
DISCLAIMER

PREPARED BY: JENNIFER BUTLER
 CHECKED BY: _____
 DATE: _____

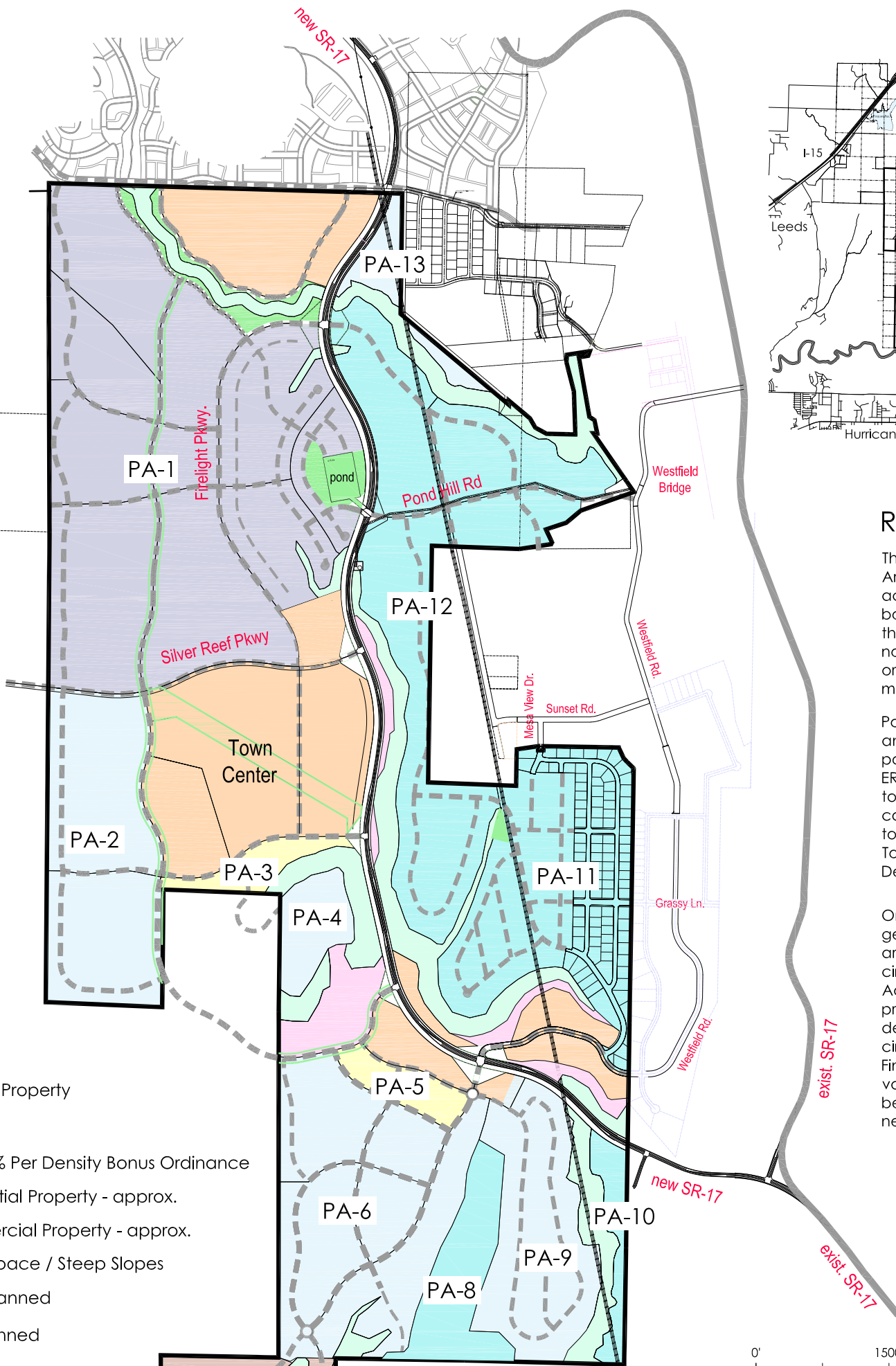
IRRIGATION SCHEMATIC

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PARCEL NO. T-3167



RPA Notes

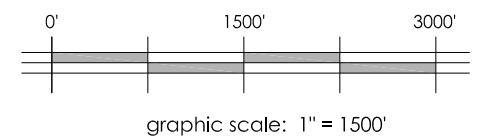
The Residential Planning Area (RPA) parcel acreages and boundaries depicted on this exhibit are general, not exact, and can vary or change shape moderately.

Pod density may vary and transfer among pods. Un-used target ERUs may be transferred to other pods. Total ERUs can increase according to the standards of the Toquerville Bonus Density Ordinance.

Onsite roads shown are generally depicted and are local and collector circulation roads. Additional public & private roads will be designed within the circulation network. Final road locations may vary. Traffic Studies will be provided as necessary.

Areas

- 1749.27 ac. Total Firelight Property
- 3498 ERU Base Density
- 4547 ERU Max. with 30% Per Density Bonus Ordinance
- 1339.89 ac. Total Residential Property - approx.
- 215.02 ac. Total Commercial Property - approx.
- 149.24 ac. Total Open Space / Steep Slopes
- 37.13 ac. Total Parks planned
- 106,824 l.f. Total Trail planned



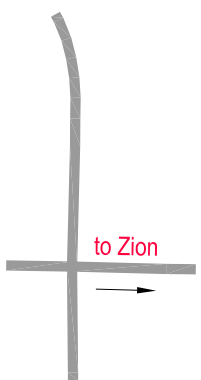
ERUs -

Base Density, before bonus density

	Gr. Ac.	ERU/ac	ERUs
PA-1	333.16	3.72	1,259
PA-2	99.25	2.54	272
PA-3	13.04	3.5	46
PA-4	19.13	2	38
PA-5	14.23	10	142
PA-6	116.53	2.5	311
PA-7	269.67	2	539
PA-8	34.99	2	70
PA-9	70.49	2.6	199
PA-10	13.53	2	27
PA-11	113.70	2	227
PA-12	165.63	2	331
PA-13	13.84	2.5	35
Total	1277.19		3498

Legend

- Low Density
- Medium Density
- High Density
- Active Adult Resid. Sun River Firelight
- Commercial Planning Areas See separate exhibit
- Resort Property / Mixed Uses
- Open Space / Steep Slopes See separate exhibit
- Parks See separate exhibit
- Holding zone



Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 05.13.2026

Department: Planning and Zoning

Item Title:

Discussion and possible recommendation on a Zone Change Application submitted by All Star Excavating, LLC for the property located at Tax ID: T-125-H. The current zoning is Agricultural (A-1 District), and the proposed zoning is Agricultural (A-0.5 District).

Presented By: Emily Teaters

Attachments:

- Application
- Current Zoning Map
- General Plan/Proposed Zoning Map
- A.05/A-1 District Standards

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of the zone change application submitted by All Star Excavating, LLC for the property located at Tax ID: T-125-H.

Background:

The applicants are requesting a rezone from Agricultural (A-1 District) to Agricultural (A-0.5 District). The application has been deemed complete in accordance with Toquerville City Code Title 10, Chapter 6.

The [General Plan](#) designates this area as Agricultural. The proposed Agricultural (A-0.5) zoning is consistent with the General Plan and, if approved, would apply the standards established for that zone.

Standards for Review:

Per Toquerville City Code §10-8-3, the Planning Commission must evaluate the proposed zone change and determine whether the following standards are met:

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.

Toquerville City
ZONE CHANGE APPLICATION
Fee: See Current Fee Schedule

Name: April Young-Cox Telephone: 435-619-5104
Address: [Redacted] St. George UT 84790 Fax No. _____
Agent (If Applicable): All Star Excavating LLC Telephone: 435-619-5104
Email: allstarexavating@gmail.com
Address/Location of Subject Property: Hunter Ln & Toquerville Blvd
Tax ID of Subject Property: T-125-H Existing Zone District: AG-0.5

Proposed Zoning District and reason for the request (Describe use extra sheet if necessary):
To rezone to AG-0.5 to create more affordable half-acre lots which will attract residents who value & support local agriculture values.

Submittal Requirements: The zone change application shall provide the following:

- a. The name and address of every person or company the applicant represents;
- b. An accurate property map showing the existing and proposed zoning classifications;
- c. All abutting properties showing present zoning classifications;
- d. An accurate legal description of the property to be rezoned;
- e. Stamped envelopes with the names and addresses of all property owners within 300 feet of the boundaries of the property proposed for rezoning;
- f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property.

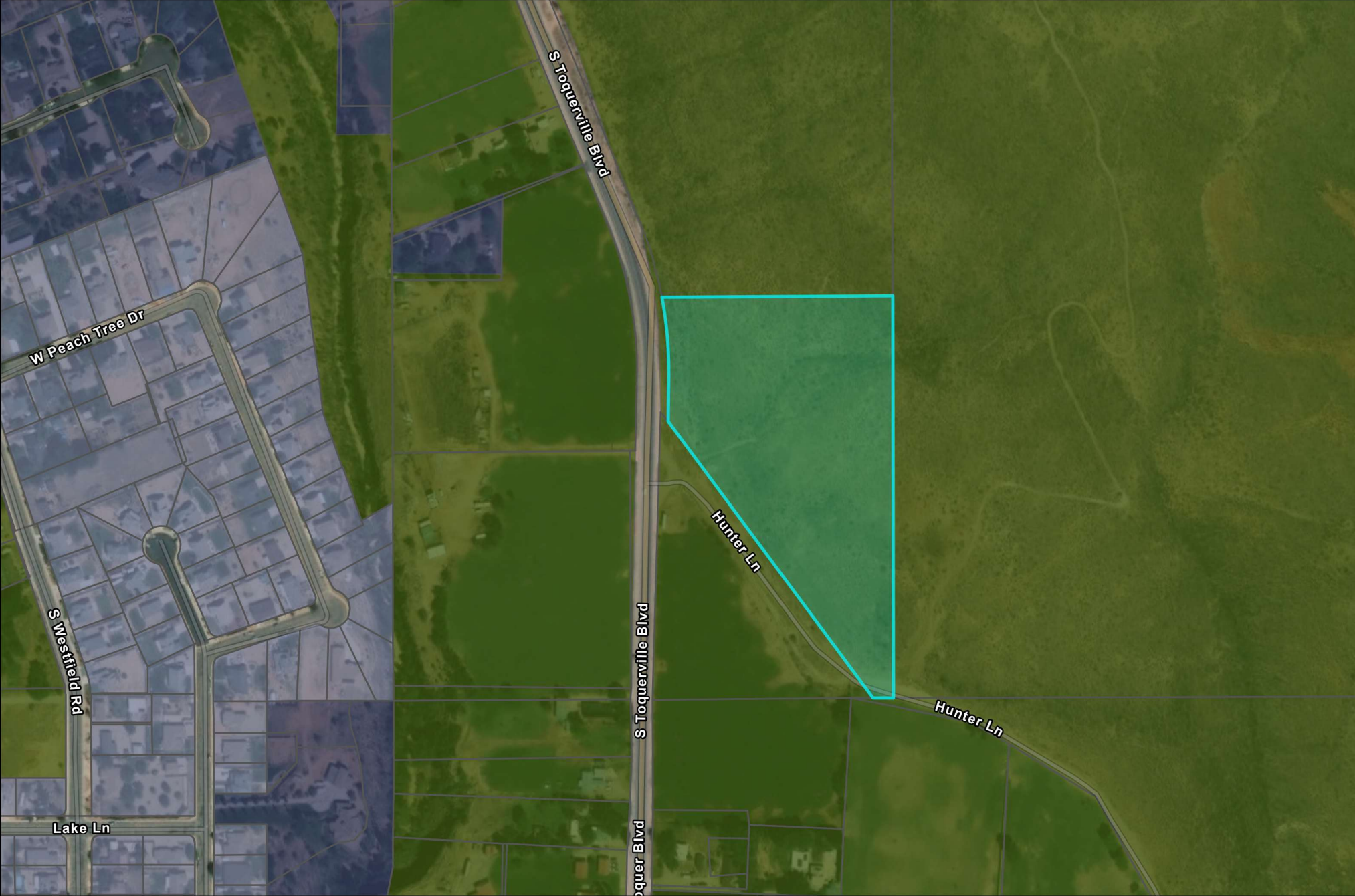
Additional fees may include the cost of amending the official zoning map, County recording fees, Attorney and engineering fees, General Plan and other city plan amendments.

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.




(Office Use Only)

DATE RECEIVED: 04/28/2026 [Redacted] M. COMPLETE: YES _____ NO _____
DATE APPLICATION DEEMED TO BE COMPLETE: 4/28/20
COMPLETION DETERMINATION MADE BY: [Signature]
Signature

Current Zoning Map

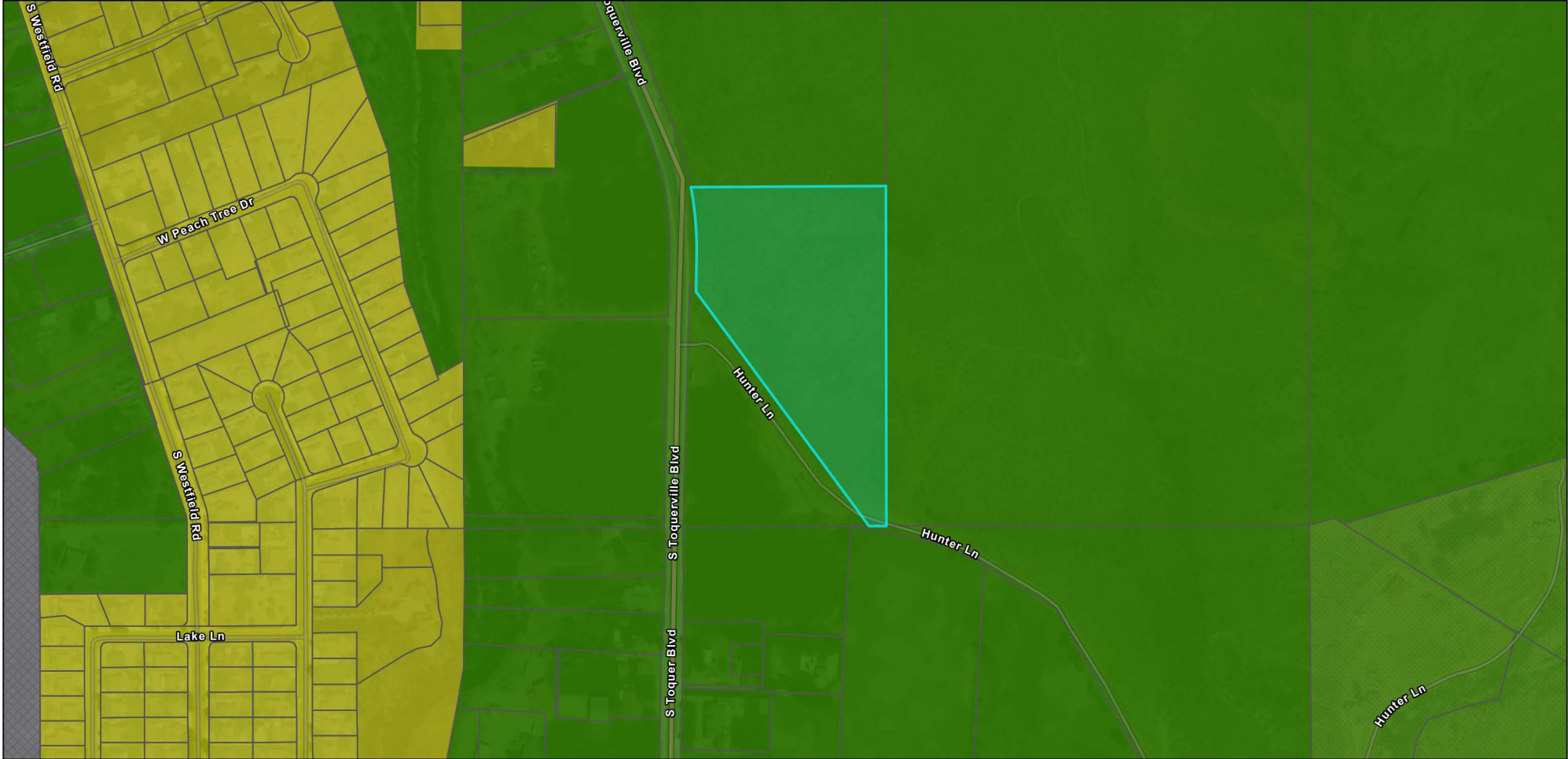


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-  Municipalities
-  Washington County Parcels
-  Zoning Districts

-  EXTRACTION INDUSTRIES OVERLAY
-  World Imagery

Proposed Zoning & General Plan Map

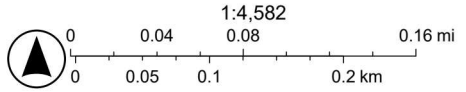


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- Municipalities
- Washington County Parcels
- General Plan**
- Master Planned Development Overlays
- Open Space/Agricultural
- Residential

- Zoning Districts**
- AGRICULTURAL
- R-1-12 SINGLE-FAMILY RESIDENTIAL (12,000 sq. ft. Minimum lot size)
- R-1-20 SINGLE-FAMILY RESIDENTIAL (20,000 sq. ft. Minimum lot size)
- MULTIPLE USE
- MASTER PLANNED DEVELOPMENT OVERLAY
- EXTRACTION INDUSTRIES OVERLAY

- World Imagery**
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations**
- 1.2m Resolution Metadata



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Vantor



TOQUERVILLE CITY
ORDINANCE 2024.19

AN ORDINANCE AMENDING AND RESTATING IN ITS ENTIRETY TITLE 10, CHAPTER 9: AGRICULTURAL DISTRICTS OF THE TOQUERVILLE CITY CODE TO MODIFY THE ALLOWED USES AND PHYSICAL RESTRICTIONS FOR THESE ZONES.

RECITALS

WHEREAS Toquerville City (“the City”) is a Utah municipal corporation and political subdivision of the State of Utah and as such, holds the delegated police powers under the Utah Constitution to act as the Land Use Authority within its municipal boundaries - with the power to regulate those items set forth in Utah Code Ann. § 10-9a-102(2).

WHEREAS the City, by and through its legislative body, the Toquerville City Council (“City Council”), is required to enact all necessary land use regulations as required by Utah Code Ann. § 10-9a-501.

ORDINANCE

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

1. AMENDMENT AND RESTATEMENT. TITLE 10, CHAPTER 9 of the Toquerville City Code is hereby amended and restated in its entirety as follows:

CHAPTER 9
AGRICULTURAL DISTRICTS

SECTION:

10-9-1: Purpose

10-9-2: Allowed Use Table

10-9-3: Physical Restrictions A-0.5 District

10-9-4: Physical Restrictions A-1 District

10-9A -1: PURPOSE:

The purpose of both the A-0.5 District and the A-1 District is to identify and preserve appropriate lands for permanent agricultural use, and such incidental uses normally and necessarily related to the primary agricultural use. The Agricultural District’s regulations are intended to maintain the unique character of the City’s agricultural areas and to ensure the survival of agricultural uses and attendant open spaces. The minimum Lot sizes of the Agricultural Districts dictate the types and intensities of uses that are appropriate for each District with more intense agricultural and incidental uses being prohibited on smaller agricultural Lots. (Ord. 2023.10, 5-17-2023)

10-9A-2: ALLOWED USE TABLE:

Only the following uses set forth in the table below are allowed in Agricultural

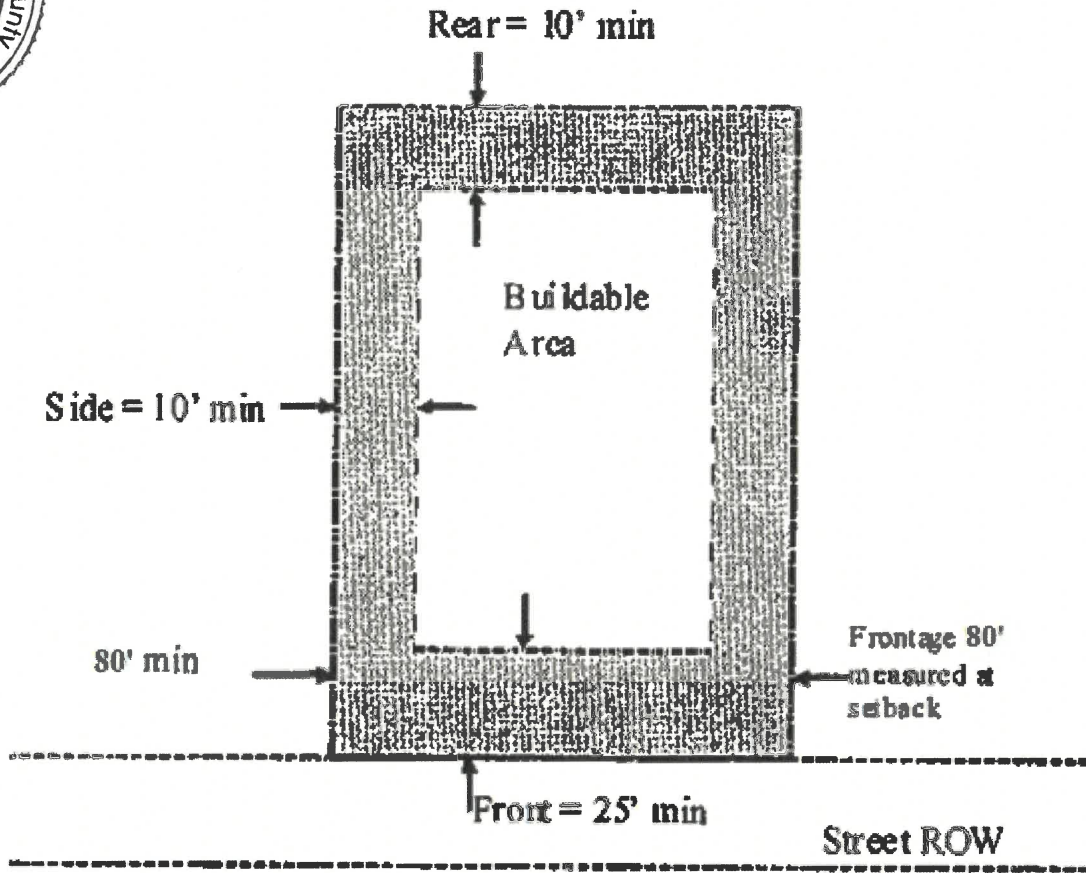


Districts. Any use not specified as permitted, conditional, conditional with standards/permit is deemed prohibited.

Use	A-0.5	A-1
<u>Agricultural buildings & structures related to agricultural uses</u>	<u>P</u>	<u>P</u>
<u>Crop production</u>	<u>P</u>	<u>P</u>
<u>Dwelling, single-family</u>	<u>P</u>	<u>P</u>
<u>Family food production</u>	<u>P</u>	<u>P</u>
<u>Home occupation (with current home occupation permit)</u>	<u>P</u>	<u>P</u>
<u>Keeping of livestock (in compliance with Title 5, Chapter 1)</u>	<u>P</u>	<u>P</u>
<u>Keeping of household pets (in compliance with Title 5, Chapter 1)</u>	<u>P</u>	<u>P</u>
<u>Public or quasi-public building for essential public services</u>	<u>P</u>	<u>P</u>
<u>Public utility uses</u>	<u>P</u>	<u>P</u>
<u>Private cemeteries</u>	<u>NA</u>	<u>P</u>
<u>Residential facility for elderly persons</u>	<u>C</u>	<u>C</u>
<u>Residential facility for persons with a disability (see 10-17-2)</u>	<u>CS</u>	<u>CS</u>
<u>Roadside stands for sale of produce grown on premises</u>	<u>C</u>	<u>C</u>
<u>Riding stables</u>	<u>C</u>	<u>C</u>
<u>Vertical storage silos</u>	<u>NA</u>	<u>C</u>
<u>Other uses similar to the above and judged to be in harmony with the character intent of the zoning district</u>	<u>C</u>	<u>C</u>
Legend:		
P = Permitted Use, C = Conditional, CS = Conditional w/ Standards or Permit, NA = Not Allowed		

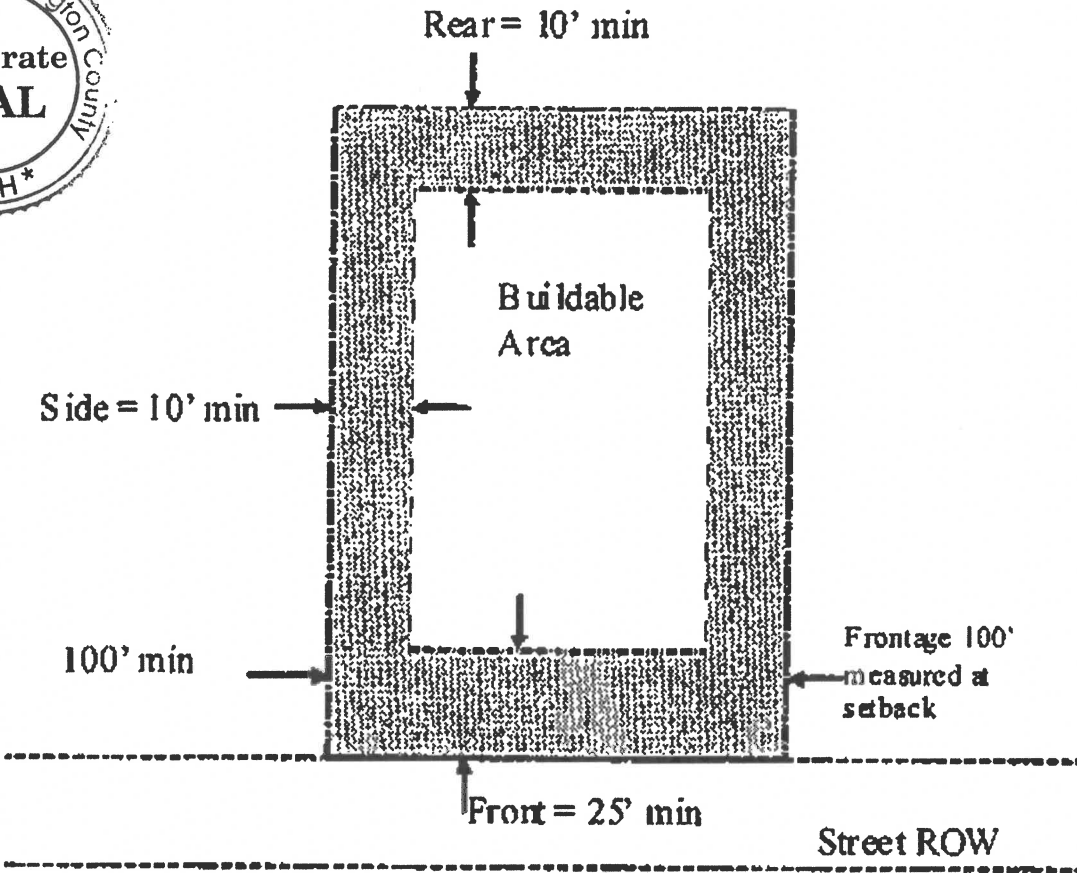
10-9A-3: PHYSICAL RESTRICTIONS A-0.5 DISTRICT:

Minimum Lot area	.5 acre
Minimum frontage	80 feet (measured at front setback)
Minimum setbacks	Front: 25 feet
	Side: 10 feet
	Rear: 10 feet (2 stories or less)
Setback exceptions	Driveway, walkway
Maximum density	1 dwelling (single family)/agricultural lot/parcel
Maximum height	35 feet



10-9A-4: PHYSICAL RESTRICTIONS (A-1 DISTRICT):

Minimum Lot area	1 acre
Minimum frontage	100 feet (measured at front setback)
Minimum setbacks	Front: 25 feet
	Side: 10 feet
	Rear: 10 feet (2 stories or less)
Setback exceptions	Driveway, walkway
Maximum density	1 dwelling (single family)/agricultural lot/parcel
Maximum height	35 feet



2. 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 of time this Ordinance remains effective. This Repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

3. 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.

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

ADOPTED AND APPROVED BY THE TOQUERVILLE CITY COUNCIL this 18th day of September 2024, based upon the following vote:

Councilmember:

Gary Chaves AYE _____ NAE _____ ABSTAIN _____ ABSENT _____

John 'Chuck' Williams	AYE	<input checked="" type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input type="checkbox"/>
Joey Campbell	AYE	<input checked="" type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input type="checkbox"/>
Todd Sands	AYE	<input checked="" type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input type="checkbox"/>
Wayne Olsen	AYE	<input checked="" type="checkbox"/>	NAE	<input type="checkbox"/>	ABSTAIN	<input type="checkbox"/>	ABSENT	<input type="checkbox"/>

TOQUERVILLE CITY
a Utah Municipal Corporation

Attest:



Justin Sip, Toquerville City Mayor



Daisy Fuentes, Toquerville City Recorder



TOQUERVILLE CITY
ORDINANCE 2026.XX

AN ORDINANCE AMENDING THE TOQUERVILLE CITY OFFICIAL ZONING MAP FOR PARCEL T-125-H.

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”) is the governing and legislative body of the City and is authorized to adopt land use ordinances and zoning map amendments pursuant to Utah Code § 10-20-503;

WHEREAS, Section 10-8-3 of the Toquerville City Code provides that proposed zoning map amendments are reviewed by the Planning Commission following a public hearing and forwarded to the City Council with a recommendation for approval, approval with conditions, or denial;

WHEREAS, the Planning Commission has conducted a public hearing on the proposed zoning map amendment in accordance with Section 10-8-3 of the Toquerville City Code and has forwarded a recommendation to the City Council;

WHEREAS, the City Council finds the proposed zoning map amendment is consistent with the City’s General Plan, including the Future Land Use Map, as provided in Sections 10-7-1 through 10-7-3 of the Toquerville City Code;

ORDINANCE

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

1. **Zone Change Approval.** The City Council hereby approves the zoning amendment for the following property:

Parcel T-125-H (10.02 acres) from Agricultural A-1 District to Agricultural A-.5 District

2. **Amendment of Toquerville City Official Zoning Map.** The City’s Official Zoning Map is hereby amended and restated to reflect the zoning designation approved in Section 1.

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. **Effective Date.** This Ordinance shall take effect immediately upon adoption 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, Mayor

Emily Teaters, City Recorder

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 05.13.2026

Department: Planning and Zoning

Item Title:

Discussion and possible recommendation on a General Plan Amendment Application submitted by Nolan Pearson. The application proposes a Future Land Use Map amendment to change the designation for Tax ID: T-149 from Residential to Agricultural. If approved, the designation would support open space and agricultural uses. This may include zoning such as Agricultural (A-0.5 and A-1), other zones that permit agricultural uses (such as MU-20), open space, large lot residential, and agricultural or open space-related uses.

Presented By: Emily Teaters

Attachments:

- Application & Supporting Documents
- General Plan Future Land Use Map (proposed)

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of the General Plan Amendment submitted by Nolan and Laura Pearson to change the designation on the Future Land Use Map for Tax ID: T-149 from Residential to Agricultural.

Background:

The applicant is requesting an amendment to the [Toquerville City General Plan](#) to change the Future Land Use designation of the subject parcel from Residential to Agricultural. The parcel is directly adjacent to property under the same ownership that is already designated and used for agricultural purposes.

The request is intended to place both parcels under a consistent Agricultural designation and support a zone change request also submitted by the applicant. The applicant has also indicated this would support their current intended use of the property, as well as a potential future request to consolidate the parcels. Under Toquerville City Code, parcels must share the same zoning designation to be eligible for consolidation.

The City's General Plan identifies the Future Land Use Map as the basis for zoning decisions, and zoning is expected to align with that map. Because the proposed zoning would not align with the current designation, a General Plan amendment is required prior to any zoning consideration.

If approved, the Future Land Use Map would be updated for this parcel. Any future zone change would still be subject to standard review and approval processes and is not guaranteed by this amendment.

Per [Toquerville City Code 10-7-4\(B\)](#), a General Plan amendment shall not be approved unless the Planning Commission finds that the request meets the following standards:

1. The amendment meets a recognized and demonstrated need in the community
2. It does not create an island or peninsula zoning district or constitute spot zoning
3. It does not materially adversely affect established uses on contiguous properties
4. It does not result in over-intensive land use or excessive depletion of natural resources
5. It does not materially adversely affect community capital improvement programs
6. It does not require a level of community services or facilities greater than those available
7. It does not result in undue traffic congestion or hazards
8. It does not cause significant environmental impacts (air, odor, water, light, or noise)
9. It is not otherwise detrimental to the health, safety, or welfare of present or future City residents

Please see the attached narrative from the applicant addressing a number of these standards.

This request may align with broader land use goals in the General Plan that reflect community input focused on maintaining the small-town character and managing growth in a thoughtful way. It identifies tools such as clustered development, density bonuses, and a mix of housing types. The intent is to concentrate growth in appropriate areas so agricultural and open space lands elsewhere can remain intact.

In this case, updating the Future Land Use designation may support those goals by keeping agricultural land use consistent across adjacent parcels under common ownership. It helps avoid fragmented designations and maintains the continuity and functionality of existing agricultural areas. Focusing growth in more appropriate, compact areas helps reduce pressure on agricultural and open space lands overall.

Staff recommends that the Planning Commission evaluate the proposed General Plan Amendment based on the nine criteria outlined above. This includes ensuring the amendment meets a demonstrated community need, does not create zoning inconsistencies or negatively impact surrounding uses or properties, and aligns with the City's long-term development plans and goals.

GENERAL PLAN AMENDMENT APPLICATION

Fee: See Current Fee Schedule

Name: John R. Pearson Laura Pearson Telephone: [REDACTED]

Address: [REDACTED] Fax No. N/A

Email: [REDACTED]

Agent (If Applicable): N/A Telephone: N/A

Address/Location of Subject Property: Parcel Number T-149

Tax ID of Subject Property: T-149 Existing Zoning: R-1-20

Existing and Proposed Land Use Designation: Agricultural

Reason for Change (Use Extra Sheets if Necessary): To have horses and cows on it, and to combine with parcel T-139-C to make one parcel

Submittal Requirements: The Land Use Map application shall provide the following:

- (1) An electronic copy and three (3) legible 11x17 (or larger) maps showing the area of the proposed amendment.
- (2) A current copy of County Assessor's parcel map showing the area of the proposed amendment.
- (3) Mapped inventory of existing land use within the area of the proposed amendment and extending 1/2 mile beyond such area.
- (4) Written statement specifying the potential use of property within the area of the proposed amendment.
- (5) Written statement explaining why the existing General Plan designation for the area is no longer appropriate or feasible.
- (6) Analysis of potential impacts of the proposed amendment on existing infrastructure and public services such as traffic, streets, intersections, water and sewer, storm drains, electrical power, fire protection, garbage collection, etc.
- (7) Stamped envelopes with names and addresses of all property owners within 300 feet of the boundaries of the property proposed for rezoning.
- (8) Warranty deed or preliminary title report or notarized property owner affidavit showing evidence that the applicant has control of the property.

NOTE: It is important that all applicable information noted above is submitted with the fee and application. An incomplete application will not be scheduled for Planning Commission consideration. Contact the Planning Department for the deadline date for submissions. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

DATE RECEIVED: 04/01/2026 COMPLETE: YES NO

DATE APPLICATION DEEMED TO BE COMPLETE: 4/2/26

COMPLETION DETERMINATION MADE BY: Emily [Signature]

Changing T-149 from R-1-20 To Agricultural

The potential use of property within the area of the proposed amendment will be to keep horses and cows on and have a riding arena. And to rezone to agriculture so T-149 and T-139-C can be combined into one parcel.

The existing General Plan designation for the area is no longer appropriate or feasible because:

1. Rocky Mountain Power has a power line easement that runs through the middle of the property.
2. Access to property is limited. Have to go through T-139-C to get to T-149.
3. There are no utilities other than power on property. Sewer, water and gas would have to come from Tegner Blvd and go through T-139-C.

There are no potential impacts of the proposed amendment on existing infrastructure and public services.

Master Planned Development Overlays



A master planned development can include a wide range of housing types and uses. This is seen with the approved Firelight Development on the west side of the city. Uses range from single family detached homes to townhomes, apartments, and commercial development.

This planned community includes a wide range of housing types, including single family attached and detached homes, and commercial uses. The types of uses are laid out in an approved development agreement.

In addition to the standard zoning districts and zoning map, the Firelight Community has received approvals, including a signed Development Agreement. This agreement outlines land uses, which include residential development at low density (approximately 1/2 acre lots), medium density (approximately 1/3 acre lots), and high density (from 1/4 acre lots to multi-family at 10 units/acre), active adult residential, mixed-use / resort development, and commercial.

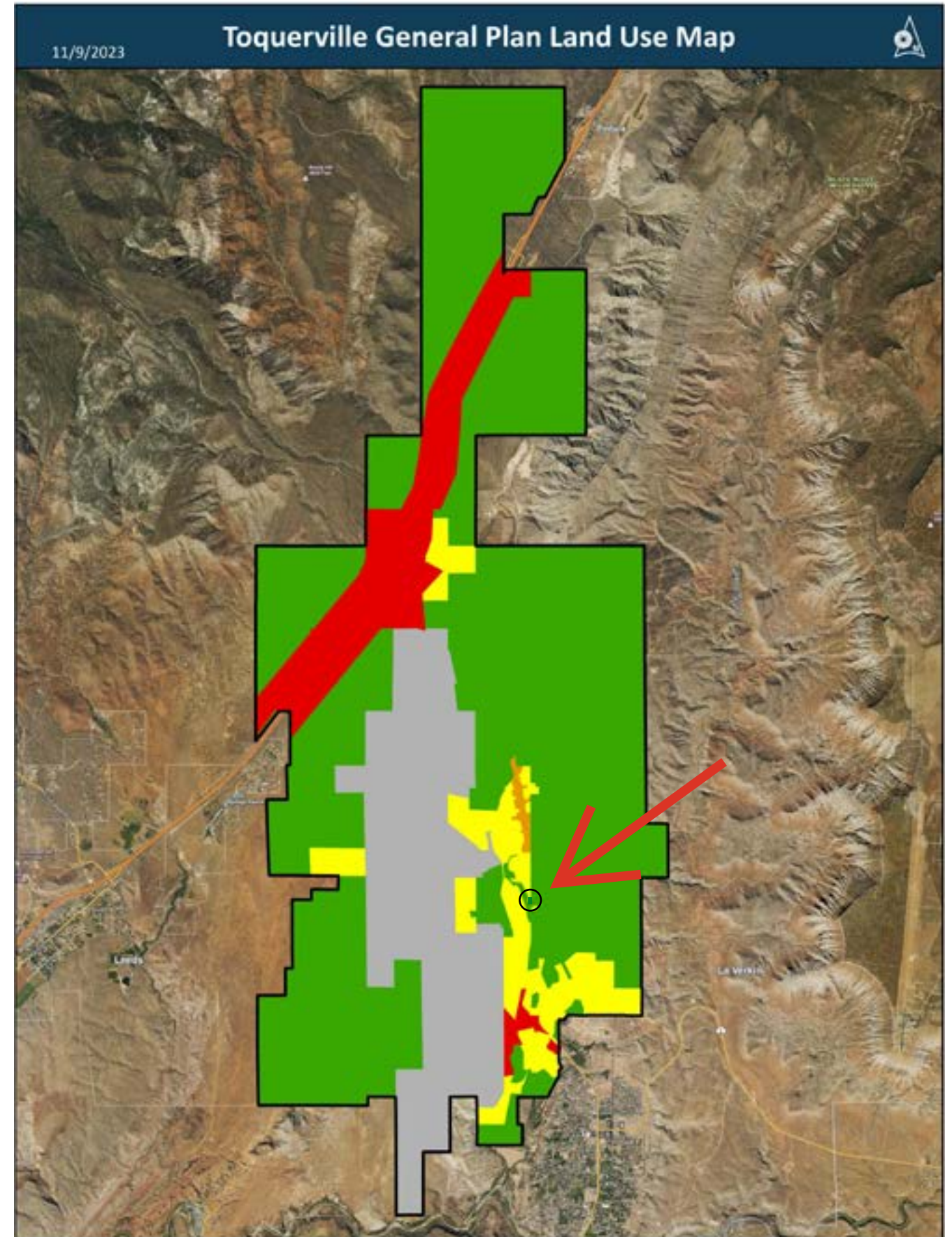
UNDERSTANDING THE LAND USE MAP

The land use map serves as a guide for future land use decisions. It is not the city's zoning map. Unlike a zoning map, which details permitted uses and exact properties, this map represents a wide range of possible land use types and densities the city could pursue through zoning and the general area of where those zones could be located. The City Council maintains discretion to determine the exact location and type of zoning. An applicant is not entitled to any particular land use, density, or zone. While newly approved zones should be generally consistent with the map's overall geographical and land use themes, the map is not intended to be a parcel by parcel depiction of land use locations, nor prescribe specific zones. Please see the current Zoning Map for specific land use and parcel information.

	<p>Open Space / Agricultural This area supports open space and agricultural goals. This can range from residential agricultural zoning (A-0.5 and A-1) to other zones that permit agricultural uses (such as the MU-20), open space, large lot residential (half acre to fifty acre minimums), and agricultural or open space related business.</p>
	<p>Residential This area primarily supports residential uses. This includes the R-1-12, R-1-15, and R-1-20 zones and any other similar zone created that supports single family detached zoning as well as the RM-1 and RM-2 zones, which permit attached housing.</p>
	<p>Mixed-Use Residential This area supports a mix of residential uses with limited commercial and other services. Zones could include the Historic District Overlay and any zone or overlay created in line with these goals.</p>
	<p>Commercial This area supports a variety of commercial enterprises. This may include the HC Highway Commercial, PC Planned Commercial, M-1 Light Industrial, or Business Manufacturing zones, or any other similar commercial-oriented zone.</p>
	<p>Master Planned Development Overlays This area supports land use as outlined in approved overlay documents. Please consult any applicable development agreement for specific information. Permitted land uses may include a wide variety of land use types. The general principle is to promote a mix of housing types with supporting services.</p>
<p>*Public facilities permitted in any land use category</p>	

A live version of the map can be accessed using the following web address:

<https://webaps.cloudsmartgis.com/ClientRelated/Utah/WashingtonCounty/Toquerville/ToquervilleZoningDistrictViewer/>



Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 05.13.2026

Department: Planning and Zoning

Item Title:

Discussion and possible recommendation on a Zone Change Application submitted by Nolan Pearson for the property located at Tax ID: T-149. The current zoning is Single-Family Residential (R-1-20 District), and the proposed zoning is Agricultural (A-0.5 District).

Presented By: Emily Teaters

Attachments:

- Application
- Current Zoning Map

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of the zone change application submitted by Nolan Pearson for the property located at Tax ID: T-149, preconditioned upon approval of the General Plan Amendment for the same parcel by the City Council.

Background:

The application has been deemed complete in accordance with Toquerville City Code Title 10, Chapter 6.

The applicants are requesting a rezone from Residential (R-1-20 District) to Agricultural (A-0.5 District) on this approximately .91-acre parcel.

This request follows consideration of the General Plan Amendment. If the General Plan Amendment is approved, the proposed zoning would be consistent with the Future Land Use Map; however, approval of the General Plan Amendment does not guarantee approval of the zone change request. While the General Plan Amendment informs consistency with the Future Land Use Map, the zone change must still independently meet all applicable review standards.

If the Planning Commission recommends approval of this request, the motion should be conditioned upon approval of the General Plan Amendment by the City Council.

Standards for Review:

Per Toquerville City Code §10-8-3, the Planning Commission must evaluate the proposed zone change and determine whether the following standards are met:

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.

Toquerville City ZONE CHANGE APPLICATION

Fee: See Current Fee Schedule

Name: Wolan R. Pearson / Laura Pearson Telephone: [Redacted]

Address: [Redacted] Fax No. N/A

Agent (If Applicable): Washington UT 84780 Telephone: N/A

Email: [Redacted]

Address/Location of Subject Property: Parcel Number T-149

Tax ID of Subject Property: T-149 Existing Zone District: R-1-20

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary):
Agricultural - I own parcel T-139-C which is zoned agricultural.
Would like to build riding arena with horse corals on T-149.
So both parcels would be zoned the same.

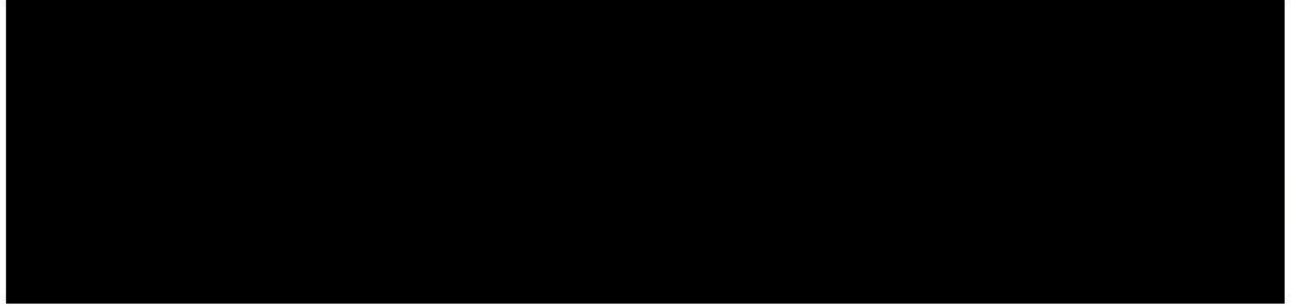
Submittal Requirements: The zone change application shall provide the following:

- a. The name and address of every person or company the applicant represents;
- b. An accurate property map showing the existing and proposed zoning classifications;
- c. All abutting properties showing present zoning classifications;
- d. An accurate legal description of the property to be rezoned;
- e. Stamped envelopes with the names and addresses of all property owners within 300 feet of the boundaries of the property proposed for rezoning;
- f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property.

Additional fees may include the cost of amending the official zoning map, County recording fees, Attorney and engineering fees, General Plan and other city plan amendments.

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)



Current Zoning Map



5/8/2026, 3:56:13 PM

 Municipalities

Zoning Districts

 AGRICULTURAL

 R-1-12 SINGLE-FAMILY RESIDENTIAL (12,000 sq. ft. Minimum lot size)

 R-1-20 SINGLE-FAMILY RESIDENTIAL (20,000 sq. ft. Minimum lot size)

World Imagery

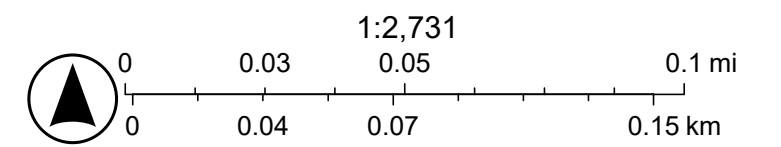
Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

60cm Resolution Metadata



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Microsoft, Vantor

TOQUERVILLE CITY
ORDINANCE 2026.XX

AN ORDINANCE AMENDING THE TOQUERVILLE CITY OFFICIAL ZONING MAP FOR PARCEL T-149.

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”) is the governing and legislative body of the City and is authorized to adopt land use ordinances and zoning map amendments pursuant to Utah Code § 10-20-503;

WHEREAS, Section 10-8-3 of the Toquerville City Code provides that proposed zoning map amendments are reviewed by the Planning Commission following a public hearing and forwarded to the City Council with a recommendation for approval, approval with conditions, or denial;

WHEREAS, the Planning Commission has conducted a public hearing on the proposed zoning map amendment in accordance with Section 10-8-3 of the Toquerville City Code and has forwarded a recommendation to the City Council;

WHEREAS, the City Council finds the proposed zoning map amendment is consistent with the City’s General Plan, including the Future Land Use Map, as provided in Sections 10-7-1 through 10-7-3 of the Toquerville City Code;

ORDINANCE

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

1. **Zone Change Approval.** The City Council hereby approves the zoning amendment for the following property:

Parcel T-149 (.90 acres) from R-1-20 Single Family Residential to A-.5 Agricultural.

2. **Amendment of Toquerville City Official Zoning Map.** The City’s Official Zoning Map is hereby amended and restated to reflect the zoning designation approved in Section 1.

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. **Effective Date.** This Ordinance shall take effect immediately upon adoption 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, Mayor

Emily Teaters, City Recorder

Toquerville City Planning Commission Meeting
Agenda Item Sheet

Meeting Date: 05.13.2026

Department: Planning and Zoning

Item Title:

Discussion and possible recommendation on Nightly Rental Application for 220 W Old Church Road, submitted by Jared Darger. Tax ID: T-91-B-4, current zoning is Agricultural (A-1 District).

Presented By: Emily Teaters

Attachments:

- Nightly Rental Application
- Site Plan

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of the nightly rental permit application submitted by Jared Darger for 220 W Old Church Rd.

Background:

A complete Nightly Rental License request was submitted under Section 10-17-4 of the Toquerville City Code. Staff reviewed the submitted materials and found the required items have been provided, including the site plan, floor plan, parking information, and parcel information.

The property owner confirmed the nightly rental will comply with the operational requirements of the ordinance, including the maximum occupancy limit of ten (10) people, required response times, and ownership limitations.

The fire inspection through the Hurricane Valley Fire District has been completed and approved. Public notice requirements were also completed, including mailed notice to property owners within 300 feet for the public hearing at this meeting.

Staff reviewed the request for compliance with the property spacing, parking, and other applicable requirements of Section 10-17-4 and found the request meets all requirements.

Darger

Permit/License #

03/25/2026 - 03/24/2028

Nightly Rental Application

Reference Number

General

Application Status

Status

Under Review

Active

Application Review Status

Pre-Review	Approved	Date Submitted
Planning & Zoning	Reviewing	03/11/2026
Hurricane Valley Fire District	Not Reviewed	
Final-Review	Not Reviewed	

Fees

Payments

Nightly Rental Application Fee	\$400.00	03/25/2026	Online	\$406.00
Affected Property Owner Notice	\$6.00	Total Paid		\$419.18
Subtotal	\$406.00			
Processing Fee	\$13.18			
Total	\$419.18			
Amount Paid	\$419.18			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

First Name

Jared

Last Name

Darger

Contact Email

[Redacted]

Phone Number

Street Address

City

St. George

State

UT

Zip Code

84765

Mailing Address

City

St. George

State

UT

Zip Code

84765

Will there be a designated property manager/ emergency contact, other than the owner who will be responsible for ensuring compliance?

No

Address Of Subject Property

220 W OLD CHURCH RD

Tax ID Of Subject Property

T-91-B-4

How will you operate the Nightly Rental?

Business Entity

Federal Tax ID #


Upload Owners Affidavit

Property Owner Affidavit - Darger.jpeg

Upload a detailed site plan drawn to standard engineering scale for the lot showing additional parking stalls, existing and proposed buildings, existing streets, and a floor plan of the dwelling. The site plan must identify the required off-street parking to be used in connection with the nightly rental.

1-AS101.pdf

Upload a map showing all properties within 300' of property boundaries.

 Screenshot 2025-08-06 122509.png

Upload a Public Notice mailing list of all properties within 300 feet of property boundaries.

 MailingLabels.pdf

How many affected properties are within 300 feet of the property boundaries?

4

Applicant must provide addressed and stamped envelopes for all properties within 300 feet of property boundaries. Envelopes must be delivered to the Toquerville City office (212 N. Toquer Blvd, Toquerville, UT). Address labels may be acquired from the Washington County Records Office. ****Application will not be considered complete until receipt of addressed and stamped envelopes.****



Date self addressed envelopes received by Toquerville City

03/19/2026

Do you already own a Nightly Rental in Toquerville?

No

Will the Nightly Rental be in a structure that is Temporary?

No

Will the Nightly Rental occur within and under one roof?

Yes

Will the Nightly Rental be in an detached accessory dwelling?

No

Will the maximum number of occupants per dwelling being used for the nightly rental be less than ten (10)?

Yes

I understand that nightly rentals must be separated by at least five hundred feet (500') from other nightly rental properties and that the distance will be measured and verified by Planning and Zoning Administrator once a license is available.

Yes

Signature

Toquerville City, at its discretion, may require applicants to provide other documents and visual aids to assist with the impact upon the neighborhood and City. It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting.

I certify that all information contained herein is accurate, to the best of my knowledge. I certify that I have read, understand, and will comply with the nightly rental regulations listed in the Toquerville City Code Title 10, Chapter 13. I certify the property meets all local, safety, and building code requirements. I acknowledge that prior to using the property as a nightly rental, I must obtain all pertinent inspection approvals, business license approvals and pay all applicable fees. I acknowledge that the City has the right to inspect this property. I will notify that City of any changes to the permit. I understand I must keep a current business license and acknowledge that this permit is non-transferrable to another owner or another dwelling.

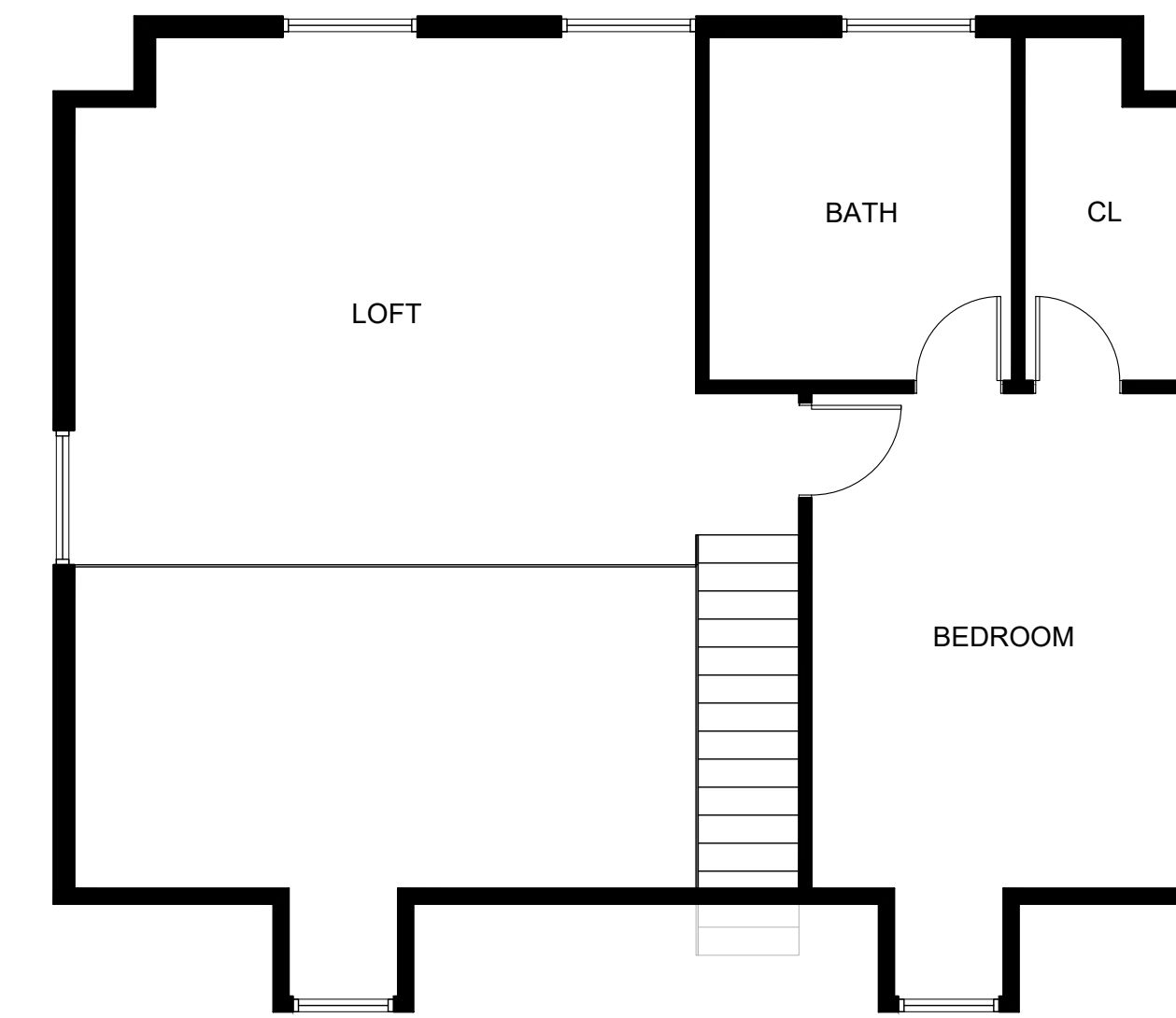
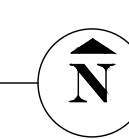
Electronically Signed

Jared Brigham Darger - 03/11/2026 2:16 pm

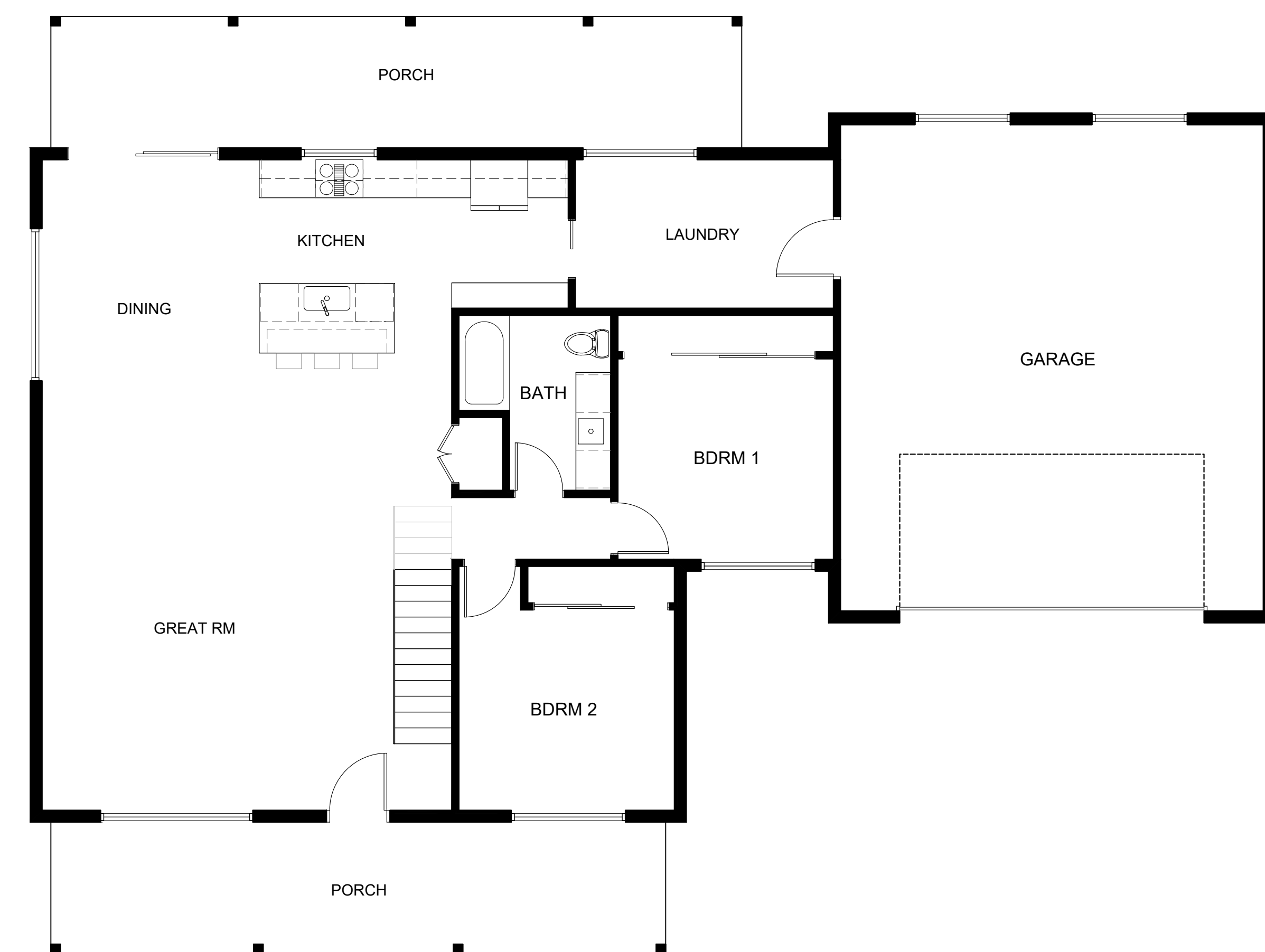
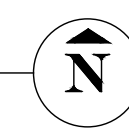
220 W OLD CHURCH ROAD
TOQUERVILLE, UTAH 84774



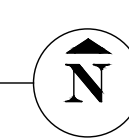
1 SITE PLAN
SCALE: 1/16" = 1'-0"



3 2ND FLOOR PLAN
SCALE: 3/16" = 1'-0"



2 MAIN FLOOR PLAN
SCALE: 3/16" = 1'-0"



DARGER SHORT TERM RENTAL
220 W OLD CHURCH ROAD
TOQUERVILLE, UTAH 84774

MARK	DATE	DESCRIPTION

ISSUE:
PROJECT NO: 812025
FILE:
DRAWN BY: JC
CHECKED BY: JD

SHEET TITLE
SITE PLAN

S101

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 05.13.2026

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: Emily Teaters & Kayla Gothard

Attachments:

- Pre-Annexation Agreement
- Development Agreement

Options:

Recommend Approval/Denial/Table

Possible Motion (Approval):

I move to recommend approval of the Pre-Annexation Agreement/Development Agreement for the Solara Project (two separate motions).

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.

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

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 that impact fees applicable to the Project shall be established in accordance with the Utah Impact Fees Act and applicable City ordinances, and that certain system improvements identified in *Exhibit "E"* are eligible for, and shall receive, impact fee credits, reimbursements, waivers, or other offsets, as applicable and permitted by law, with the specific amount and method of such credits or reimbursements to be determined in accordance with this Agreement and applicable law.

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 except 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; 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. Off-site Improvements shall also include, without limitation, completion of the Access Improvements specified in Section 10(A)(i)(d) below. 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.

4. City and Developer acknowledge that impact fees applicable to the Project shall be imposed, calculated, and administered in accordance with the Utah Impact Fees Act and applicable City ordinances. The City further agrees that impact fees shall be applied to the Project in a proportionate and predictable manner consistent with applicable law.
 5. Developer shall be entitled to impact fee credits, reimbursements, waivers, or other offsets, as applicable and permitted by law, for system improvements and other qualifying improvements constructed or dedicated by Developer, including those identified on *Exhibit "E"*, all as more particularly provided in this Section and in any reimbursement or credit agreement entered into by the parties.
 6. To the extent permitted by the Utah Impact Fees Act, applicable City ordinances, and this Agreement, Developer shall receive impact fee credits or reimbursement for system improvements, as defined by the Impact Fees Act, and for other qualifying improvements that provide public or system-level benefit and would otherwise be funded through impact fees. The system improvements identified on *Exhibit "E"* are hereby recognized as eligible for such credits or reimbursement.
 7. The amount, timing, and method of any credit or reimbursement shall be determined in accordance with applicable law; provided, however, that inclusion on *Exhibit "E"* establishes Developer's entitlement to receive credit or reimbursement for such improvements to the extent they qualify under the Impact Fees Act. The parties may further document the calculation and implementation of such credits or reimbursements in a separate agreement
- 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 second point of access to the Project. Upon approval of the BLM right-of-way, the second point of access shall be completed in accordance with applicable City standards. Said second point of access shall comply with the City Code, including without limitation, § 10-19D-8(5), as amended, and the City’s Standards and Specifications. 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 Code and the City’s Standards and Specifications.
- 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.
 1. *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.
 - d. **Access Improvements.** City and Developer acknowledge that the Property currently utilizes access connecting Mills Lane and the existing asphalt

roadway system through certain access rights, easements, licenses, permits, or other arrangements (collectively, the “Existing Access”). The Existing Access is depicted on *Exhibit “D”* hereto. Mills Lane, which is part of the Existing Access, is currently a gravel road. Developer shall, prior to the recording of a final plat for any phase of the Project, either (i) pave all portions of the Existing Access that are not currently paved, or (ii) provide improvement completion assurance acceptable to the City guaranteeing completion of such paving in accordance with applicable City standards. Such paving shall constitute an “infrastructure improvement,” as defined in Utah Code § 10-20-102(36), and shall be subject to all applicable requirements of City ordinances and Utah law relating to improvement completion assurances and warranties.

City and Developer further acknowledge that the Existing Access will, at such time as determined by the Utah Department of Transportation (“UDOT”), become insufficient to serve the Project, and that a portion of the Existing Access may be required to be relocated, modified, reconfigured, or replaced (the “Reconfigured Access”). Upon such determination by UDOT, no further land use approvals for the Project shall be granted until the Reconfigured Access is completed as provided in this Section and approved by the City and UDOT. Notwithstanding the foregoing, the City shall continue to process and issue land use approvals for the Project until at least six hundred (600) residential units have received final plat approval, and no requirement to construct or complete the Reconfigured Access shall apply before that threshold.

Developer shall coordinate with UDOT, and other property owners to the extent applicable, and for the actual design, construction, improvement, and paving of the Reconfigured Access in accordance with applicable City Code requirements, the City’s Standards and Specifications, and UDOT requirements; provided, however, that the Parties acknowledge the Reconfigured Access is intended to function as a continuation of the Existing Access, and, unless a greater standard is expressly required by UDOT for reasons of public safety, the portion of the Reconfigured Access shall be deemed compliant if constructed as an asphalt travel way generally consistent in alignment and of substantially the same width as the Existing Access, and shall not be required to be constructed by Developer to full City roadway cross-section standards. With respect to the portion of the Reconfigured Access located within the Boulder Ridge Subdivision, such portion shall be constructed within the existing fifty-foot (50’) easement identified on the Boulder Ridge Phase 1 Subdivision Plat recorded on March 16, 2026 as Entry No. 20260009758 as the Mills Lane 50’ Access Easement.

The City shall have no obligation to acquire property interests, participate in negotiations with landowners, or otherwise assist Developer in satisfying the requirements of this Section.

2. *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.

3. *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.
4. *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.*

Notwithstanding the foregoing, Developer may remove, lower, reshape, or regrade the specific topographic feature identified as the “Knoll” on *Exhibit “F”* attached hereto and incorporated by this reference (the “Knoll Area”), in accordance with approved grading, drainage, and erosion control plans. Such activity shall not require a separate discretionary land use approval beyond the grading permits and construction approvals otherwise required by applicable City ordinances, provided the work complies with applicable City engineering, safety, and construction standards. This provision is limited solely to the Knoll Area and shall not be construed to modify or waive City ordinances or standards applicable to any other portion of the Property. All grading outside the Knoll Area shall remain fully subject to City Code and applicable hillside or grading requirements.

B. City: The City agrees to the following:

1. *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.
2. *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.
3. *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.
4. *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:
 Toquerville City
 Attn: Planning & Zoning Admin.
 P.O. Box 27
 212 N Toquer Blvd
 Toquerville, Utah 84774

Developer:
 RE Developers, LLC
 Attn: Doug Towler
 1210 South 300 East #1647
 Draper, UT 84020
 Mailing: PO Box 1647
 Draper, Utah 84020

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:
1. 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;
 2. 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
 3. 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:
RE Developers, LLC,
a Utah limited liability company

CITY:
TOQUERVILLE CITY,
a Utah municipal corporation

By:
Its:

Dan Catlin, Mayor

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

Real property in the County of Washington, State of UT, described as follows:

Beginning at a point on the North Quarter Corner of Section 32, Township 40 South, Range 13 West, Salt Lake Base and Meridian; running thence South 88°44'28" East along the North section line of said Section 32, 2638.74 feet to the Northeast Corner of said Section 32; thence along the East section line of said Section 32 the following three (3) courses: thence South 01°19'03" West 2634.83 feet to the East Quarter Corner of said Section 32; thence South 00°56'02" West 1322.72 feet to the South 1/16th corner of Sections 32, 33, thence South 0°55'52" West 134.49 feet; thence departing said section line and running Southwesterly along the arc of a non-tangent curve to the right, having a radius of 16949.80 feet and a radial bearing of North 50°09'12" West, a distance of 251.34 feet, through a central angle of 00°50'59" (long chord bears; South 40°16'17" West 251.34 feet); thence North 50°47'28" West 2513.73 feet; thence North 01°01'55" East 335.62 feet; thence North 50°04'49" West 642.15 feet to a point on the North-South Quarter section line of said Section 32; thence North 01°13'34" East along said section line, 2004.66 feet to the Point of Beginning.

EXHIBIT "B"
TO DEVELOPMENT AGREEMENT

PLAN

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



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

TRAILS NARRATIVE

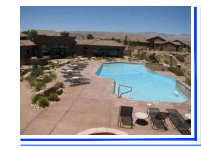
The 10' path trail system in the Solara development is intended to create a walkable, interconnected community and is easily accessed by each home. The landscape along the path system will be desert adaptive, water efficient irrigated landscape featuring water efficient plant materials, boulders, and 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.

Pod 4 - hill top natural park
 -Primitive gravel trail
 -Non irrigated, undisturbed landscape
 -Cabana, shade structure(s)
 -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 and curb
 -Rugged benches, sitting boulders
 -Bollard path lights along pathway
 -Distance markers on trail loops



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

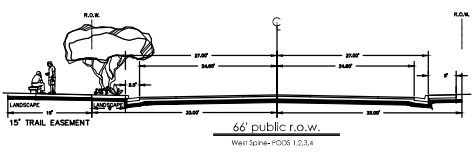
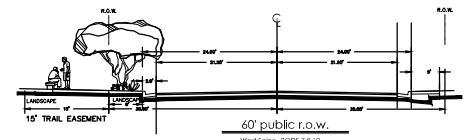
Pod 4 - Amenity Area
 -limited lawn play area
 -Irrigated landscape
 -Desert efficient landscape
 -Swimming pool area
 -Activity courts

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

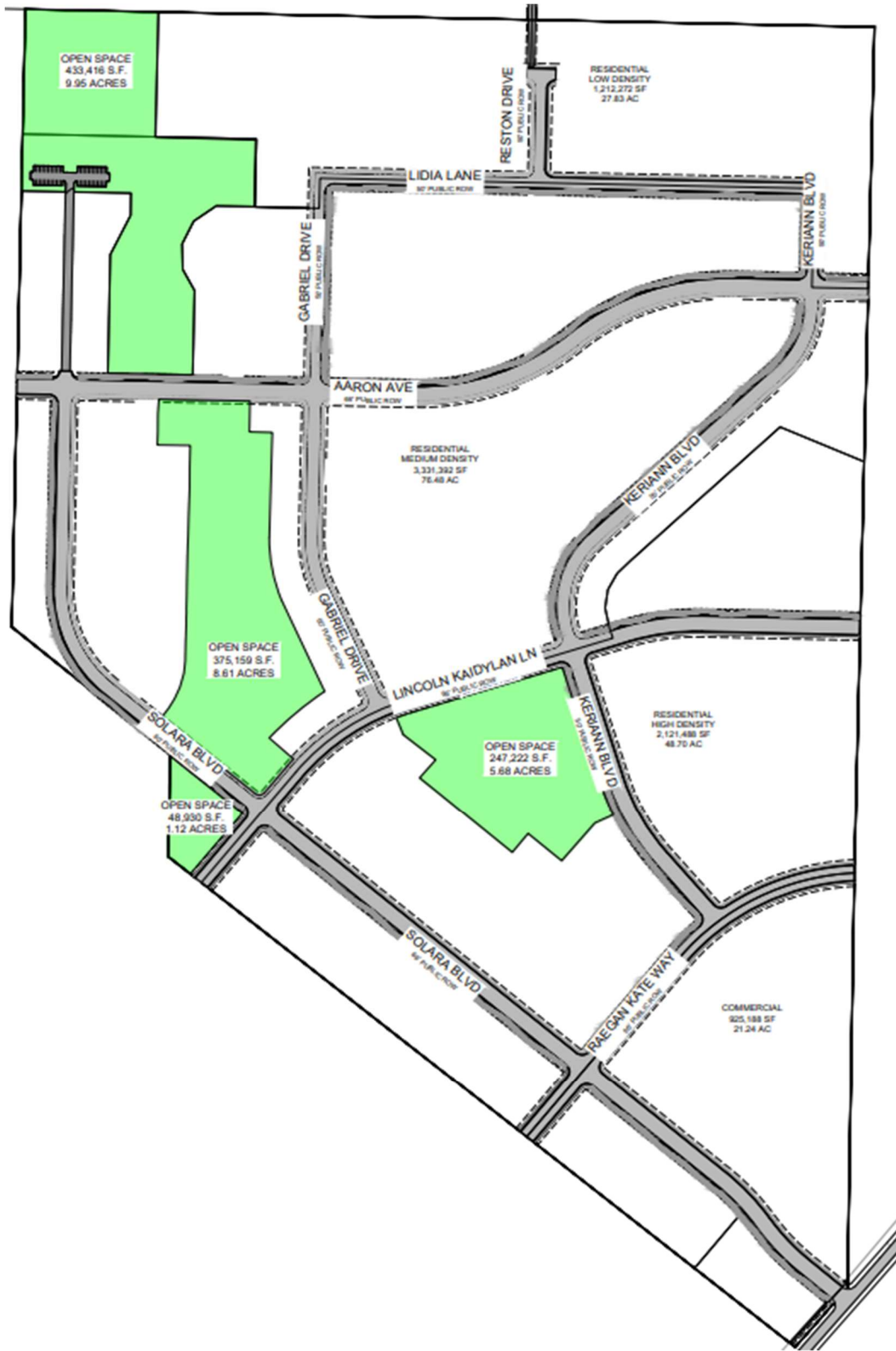
Pod 2 - Park Amenity Area
 -limited lawn play area
 -Irrigated landscape
 -Desert efficient landscape
 -Play equipment
 -Activity courts

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

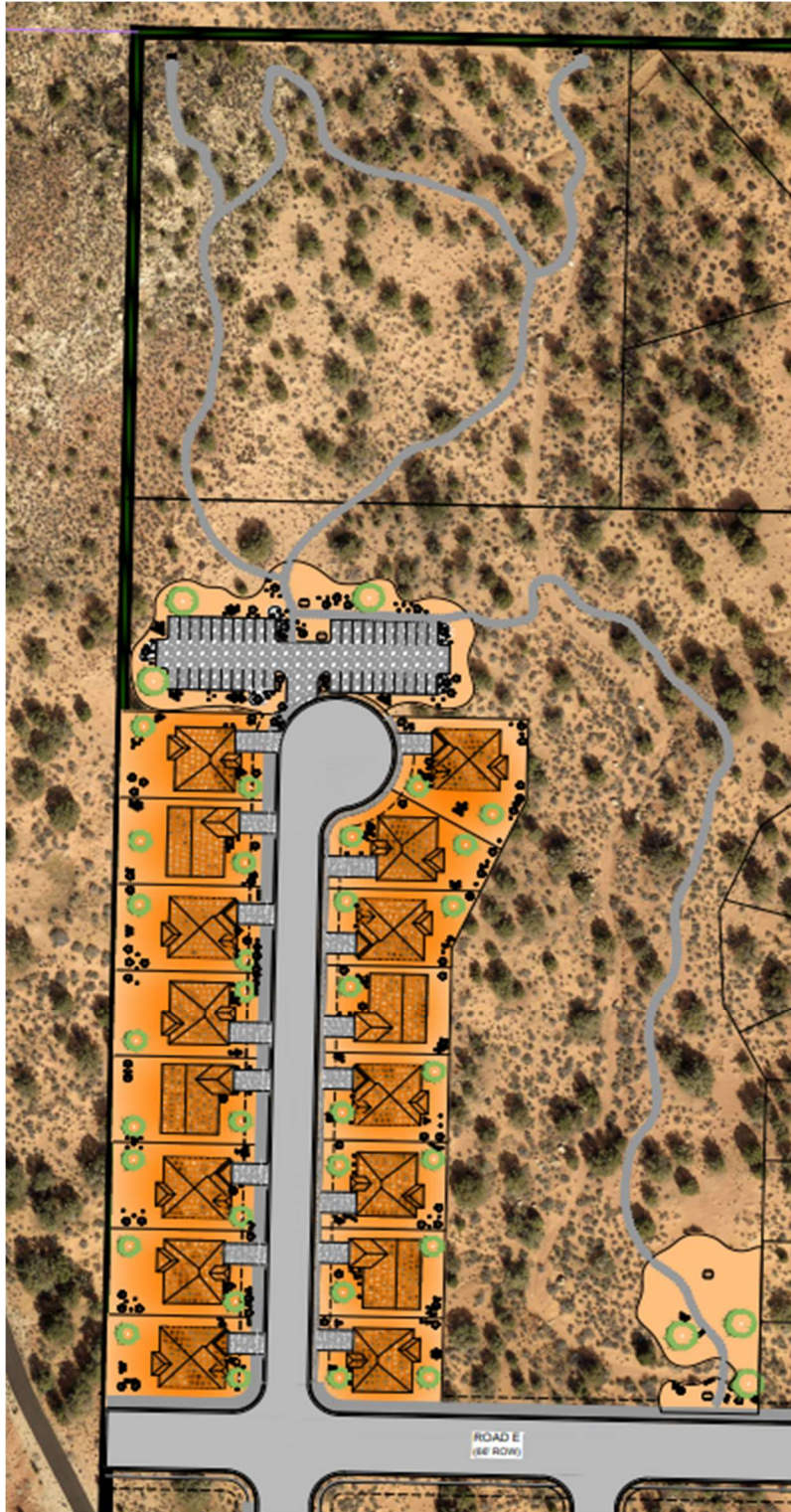
Project monumentation/ signage



FOR REVIEW
 November 2, 2023



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. Concept of the main trail head at the northwest section of the Solara Community with conceptual 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.

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

EXHIBIT “E”
TO DEVELOPMENT AGREEMENT

**IDENTIFIED SYSTEM IMPROVEMENTS AND ELIGIBLE IMPACT FEE CREDITS,
WAIVERS, AND REIMBURSEMENTS**

The following improvements are identified by the parties as system improvements or other qualifying improvements for which Developer shall be entitled to impact fee credits, reimbursements, waivers, or other offsets, as applicable and permitted by the Utah Impact Fees Act and City ordinances, and as further provided in this Agreement.

1. Transportation Improvements. Developer shall design and construct roadway and circulation improvements, as approved by the City, including:

- Proportionate share of the Anderson Junction connection to Mills Lane;
- Arterial and collector roadways within the Project;
- Off-site roadway improvements required by traffic studies and City approval;
- Intersections, turn lanes, and related traffic improvements; and
- Pedestrian and bicycle facilities associated with the transportation network.

2. Culinary Water Improvements. Developer shall design, construct, and/or dedicate water system infrastructure providing system-wide benefit, including:

- Oversized transmission mains and system looping improvements;
- Storage tanks, pumping facilities, and pressure improvements; and
- Dedication of water infrastructure and, where applicable, accepted water rights.

3. Storm Drain Improvements. Developer shall construct stormwater facilities benefiting the broader service area, including:

- Detention and drainage facilities;
- Storm conveyance systems; and
- Water quality and treatment improvements.

4. Parks, Trails, and Recreation Improvements. Developer shall design, construct, and/or dedicate public park and recreation facilities consistent with applicable plans, including:

- Community and neighborhood parks;
- Public trail corridors and trailheads; and
- Associated recreational improvements and supporting infrastructure.

5. Land Dedications. Developer shall dedicate land to the City, at appraised value as determined in accordance with applicable law, for public use and infrastructure, where required or accepted by the City.

6. Electrical Infrastructure. Developer shall construct or fund electrical infrastructure necessary to serve the Project, including:

- Electrical distribution improvements; and
- Substations and transmission-related infrastructure, to the extent such improvements qualify under applicable law.

7. Fee Waivers and Credits Associated with Developer-Constructed Improvements. In addition to the improvements identified above, and to the extent permitted by the Utah Impact Fees Act and applicable City ordinances, the following categories of fees shall be subject to waiver, credit, reimbursement, or offset to avoid duplication of cost where Developer constructs or funds the corresponding system improvements:

- Parks Impact Fees. Dedication of park land or construction of park improvements accepted by the City shall qualify for waiver, credit, or reimbursement of applicable park impact fees.
- Culinary Water Impact Fees. Construction of water system infrastructure, including storage, transmission, or distribution facilities providing system-wide benefit, shall qualify for waiver, credit, or reimbursement of applicable water impact fees.
- Transportation (Streets) Impact Fees. Construction of roadway and access improvements serving the Project and broader circulation system shall qualify for waiver, credit, or reimbursement of applicable transportation impact fees.
- Storm Drain Impact Fees. Construction of stormwater infrastructure providing system-level benefit shall qualify for waiver, credit, or reimbursement of applicable storm drain impact fees.
- Construction-Related Deposits and Fees. The City shall waive or credit duplicative deposits or similar fees where Developer constructs required public improvements in lieu of City performance.

General Provisions

Inclusion of an improvement in this Exhibit establishes that such improvement is a qualifying improvement for which Developer is entitled to seek and receive impact fee credits, reimbursements, waivers, or offsets, to the extent permitted by the Utah Impact Fees Act.

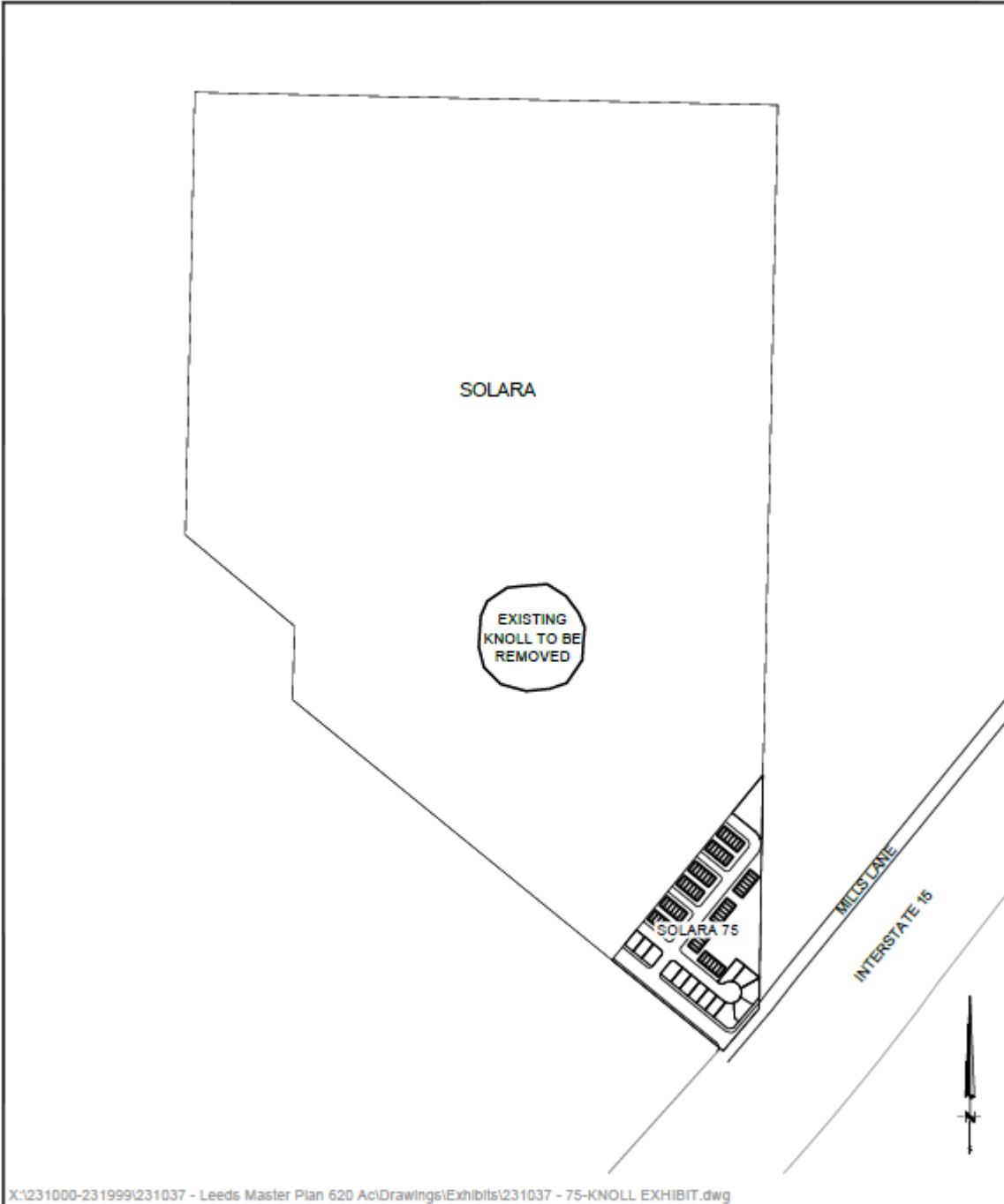
The amount, timing, and method of any credit, waiver, or reimbursement shall be determined in accordance with applicable law and may be further documented in a separate agreement between the parties.

No improvement listed in this Exhibit shall be excluded from credit, waiver, or reimbursement except to the extent required by the Utah Impact Fees Act.

The City shall not impose or collect impact fees or similar charges for facilities or improvements constructed or funded by Developer to the extent such fees would result in duplication of cost for the same system improvements.

EXHIBIT "F"
TO DEVELOPMENT AGREEMENT

KNOLL AREA



KNOLL EXHIBIT
SOLARA
TOQUERVILLE, UTAH



BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors

205 East Tabernacle Suite #4

St. George, Utah 84770

Phone (435) 673-2337 / Fax (435) 673-3161

Toquerville City Planning Commission Meeting

Agenda Item Sheet

Meeting Date: 05.13.2026

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 a development agreement approved through the process for establishing a land use regulation 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 clarifies that the City's standard cap on Nightly Rental Licenses will not apply to developments where nightly rentals are specifically authorized through a development agreement approved by the City Council under the required legislative process for land use regulations (Utah Code 10-20-508(2)(a)(iii)).

Development agreements, such as the Solara agreement, establish project specific standards for items like nightly rentals and related amenities. In these cases, the number and terms of allowed nightly rentals would be governed by the approved development agreement rather than the City's general cap in Title 10, Chapter 17, Section 4, Subsection H.

**TOQUERVILLE CITY
ORDINANCE 2026.XX**

AN ORDINANCE AMENDING TITLE 10, CHAPTER 17, SECTION 4, SUBSECTION H OF THE TOQUERVILLE CITY CODE TO PROVIDE THAT THE CITY'S STANDARD CAP ON NIGHTLY RENTAL LICENSES WILL NOT APPLY TO DEVELOPMENTS WHERE NIGHTLY RENTALS ARE SPECIFICALLY AUTHORIZED IN A DEVELOPMENT AGREEMENT THAT HAS BEEN APPROVED BY CITY COUNCIL THROUGH THE REQUIRED LEGISLATIVE PROCESS FOR LAND USE REGULATIONS (UTAH CODE 10-20-508(20-508(2)(A)(III)). IN SUCH CASES, THE NUMBER AND TERMS OF NIGHTLY RENTALS WILL BE GOVERNED BY THE APPLICABLE DEVELOPMENT AGREEMENT.

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: 05.13.2026

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:

10-19D-16: IMPROVEMENT REQUIREMENTS, GUARANTEE AND WARRANTY:

A. Improvements Required:

1. Developers of subdivisions, condominiums, master planned developments or any other development shall be required to design, construct, and dedicate (if applicable) public improvements which are necessary to serve the development and connect to existing and future infrastructure any infrastructure improvement or public landscaping improvement for which improvement completion assurance is required pursuant to Utah Code § 10-20-807, as amended (the “Improvements”).

2. “Infrastructure improvement” means permanent infrastructure that is essential for the public health and safety or that: (a) is required for human occupation; and (b) an applicant shall install (i) in accordance with published installation and inspection specifications for public improvements; and (ii) whether the improvement is public or private, as a condition of (A)

recording of a subdivision plat; (B) obtaining a building permit; or (C) development of a commercial, industrial, mixed use, condominium, or multifamily project.

3. “Public landscaping improvement” means landscaping that an applicant is required to install to comply with published installation and inspection specifications for public improvements that: (i) will be dedicated to and maintained by the City; or (ii) are associated with and proximate to trail improvements that connect to planned or existing public infrastructure.

4. ~~Public improvements~~Improvements shall be designed and constructed according to requirements of this Chapter and all other City ordinances, and the standard specifications for design and construction.

~~–52.~~ ~~Public improvements~~Improvements shall include, but not be limited to, street curb and gutter, landscaped park strips, sidewalks, streetscape buffer, project buffer, street paving, culinary water, secondary water systems, storm drainage systems, sanitary sewer systems, streetlights, street signs, fences, fire hydrants and utilities.

~~–63.~~ Impact and other fees and dedications associated with the development are also required in addition to the construction and dedication of ~~public improvements~~Improvements required with the development.

B. Responsibility For Improvements:

1. Prior to final acceptance of ~~public improvements~~Improvements by the City as prescribed in this Chapter, the developer shall be responsible for the proper replacement, repair and maintenance of any ~~public improvements~~Improvements associated with the development which were installed by the developer. The developer shall be obligated to the City to replace, repair and/or maintain any defective, damaged or deteriorating ~~public improvements~~Improvements related to the development at his/her expense until the time that said ~~public improvements~~Improvements are inspected and accepted by the City.

2. In the event that certain areas or structures are provided within the subdivision for private recreational use or as service facilities, the owner of such land and buildings shall establish an arrangement to assure a continued standard of maintenance consistent with the conditions of subdivision approval.

C. Improvement Guarantee: In order to ensure proper completion and maintenance of ~~required~~I improvements for a subdivision, condominium or master planned development in the City, the developer or owner shall enter into ~~a security agreement~~an agreement for completion with the City or install I improvements to City standards.

1. ~~Security Agreement:~~Improvement Completion Assurance:

a. The developer/owner, if electing to record the final plat- prior to completion of any Improvements, shall enter into an security agreement and provide a cash bond deposited with the City, an irrevocable letter of credit or an escrow security agreement for all incomplete the I improvements on the final plat or site plan- as directed by the City Council and/or City Attorney (the “ICA”). The ~~improvement~~ICA 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,~~ Improvements, including without limitation, private streets and sidewalks, perimeter walls, and streetscape buffers, and shall provide a guarantee for said improvements. The City Engineer shall determine the amount of the ~~improvement guarantee~~ ICA required, which shall be equal to: (i) one hundred ~~ten fifteen~~ percent (100~~105~~%) of the estimated cost of the improvements, as evidenced by an engineer's estimate; and (ii) ten percent (10%) of the amount of the bond to cover administrative costs incurred by the municipality to complete the improvements, if necessary. ~~of the estimated cost of the improvements.~~

c. The ~~improvement guarantee~~ ICA 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 ~~improvements after approval before the final plat and development agreement are recorded of the final plat and recording of the development agreement~~ in lieu of ~~bonding~~ providing ICA for ~~required~~ improvements.

b. Notwithstanding subsection (a), if installation of improvements impacts or connects to existing public utilities, streets, sidewalks, or other public rights of way, the City may require an 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 improvements associated with the development for the duration of the warranty period described below, in a form approved by the City in the amount of up to ten percent (10%) of the lesser of the (i) City Engineer's original estimated cost of completion of the improvements; or (ii) the Developer's reasonable proven cost of completion. The warranty period for ~~public~~ the 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, 11-20-2024)

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: 05.13.2026

Department: Legal

Item Title:

Discussion and possible recommendation on Ordinance 2026.XX – an ordinance amending Title 10, Chapter 3, Section 1 of the Toquerville City Code to add provisions establishing a process for the removal of any Planning Commission member.

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 3, Section 1 of the Toquerville City Code to add provisions establishing a process for the removal of any Planning Commission member.

Background:

Utah Code § 10-20-301 requires municipalities to adopt an ordinance establishing procedures for the appointment, terms, and removal of Planning Commission members. The City's current Code addresses appointment and general duties, and number of Planning Commission members, but does not include a defined process for removal.

This ordinance proposes to amend Title 10, Chapter 3, Section 1 add a clear and consistent procedure for removal of a Planning Commission member. The intent is to ensure the City has a transparent and structured process in place that aligns with state requirements while maintaining fairness and due process.

TOQUERVILLE CITY
ORDINANCE 2026.XX

AN ORDINANCE AMENDING TITLE 10, CHAPTER 3, SECTION 1 OF THE TOQUERVILLE CITY CODE TO ADD PROVISIONS ESTABLISHING A PROCESS FOR THE REMOVAL OF ANY PLANNING COMMISSION MEMBER

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 § 10-20-503 to enact and amend land use regulations to protect the health, safety, and welfare of the community; and

WHEREAS, the City has established a Planning Commission to review land use applications and provide recommendations in accordance with City Code and state law; and

WHEREAS, Utah Code § 10-20-301 requires municipalities to adopt an ordinance establishing procedures for appointment, terms, and removal of Planning Commission members; and

WHEREAS, the City Council finds it necessary and appropriate to amend Section 10-3-1 of the Toquerville City Code to ensure compliance with state law and to provide clear procedures for the removal of Planning Commission members;

ORDINANCE

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

TITLE 10, CHAPTER 3, SECTION 1 OF THE TOQUERVILLE CITY CODE IS HEREBY AMENDED AS FOLLOWS:

10-3-1: PLANNING COMMISSION:

A. **Membership, Appointment And Quorum:** The City Planning Commission consists of five (5) members and up to two (2) alternate members. Members are appointed by the Mayor with the advice and consent of the City Council. Three (3) members of the five (5) shall be sufficient to constitute a quorum. The alternate member(s) shall attend all meetings. The members of the Planning Commission shall be current residents of the City throughout the duration of their service terms.

B. **Alternate Members:** The alternate members shall attend all meetings and serve and vote in the absence of a member of the Planning Commission under rules established by the commission.

C. Length Of Term: Members of the Planning Commission shall serve terms of four (4) years. The terms shall be staggered so that only one (1) term shall expire each year. Terms expire on December 31. With the advice and consent of the City Council, the Mayor shall appoint an interim Planning Commissioner to fill vacancies that might arise, and such appointments shall be to the end of the vacating member's term.

D. Removal: Any member of the Planning Commission may be removed, with or without cause, by the Mayor. Prior to removal, the Mayor must discuss the proposed removal with the City Council. Such discussion does not require a vote or approval of the City Council.

ED. Absence Deemed Resignation: Any Planning Commission member who is absent from two (2) consecutive or twenty-five percent (25%) of the regularly scheduled Commission meetings without prior notice to the City Recorder and/or Chairperson of the Planning Commission shall be deemed to have resigned from the Commission.

FE. Powers: The Planning Commission shall have all necessary powers conferred on Planning Commissions pursuant to Utah Code Annotated title 10, Chapter 9a, as amended.

GF. Chairperson: The Chairperson shall be elected by the Planning Commission, each calendar year at the first last meeting of the year, to take effect January 1 of the following year, and shall be a full voting member of the body.

HG. Staff: In order to assist the Planning Commission in carrying out its duties, the Planning Commission Chairperson may request the assistance of other employees or agents of the City through an appropriate request made to the Mayor.

IH. Policies And Procedures: The Planning Commission shall adopt rules of policy and procedure consistent with this Chapter and State law.

IJ. Compensation: The Chairperson and the members of the Planning Commission shall serve without compensation.

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