

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



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



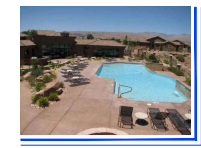
Pod 4 - Amenity Area
 -limited lawn play area
 -Irrigated landscape
 -Desert efficient landscape
 -Swimming pool area
 -Activity courts

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

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

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

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

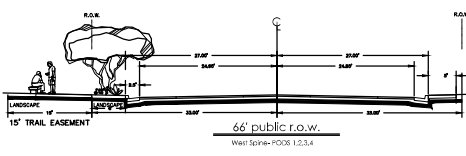
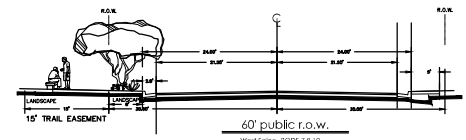


Pod 5 - Park Amenity Area
 -limited lawn play area
 -Irrigated landscape
 -Desert efficient landscape
 -Play equipment
 -Activity courts

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

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

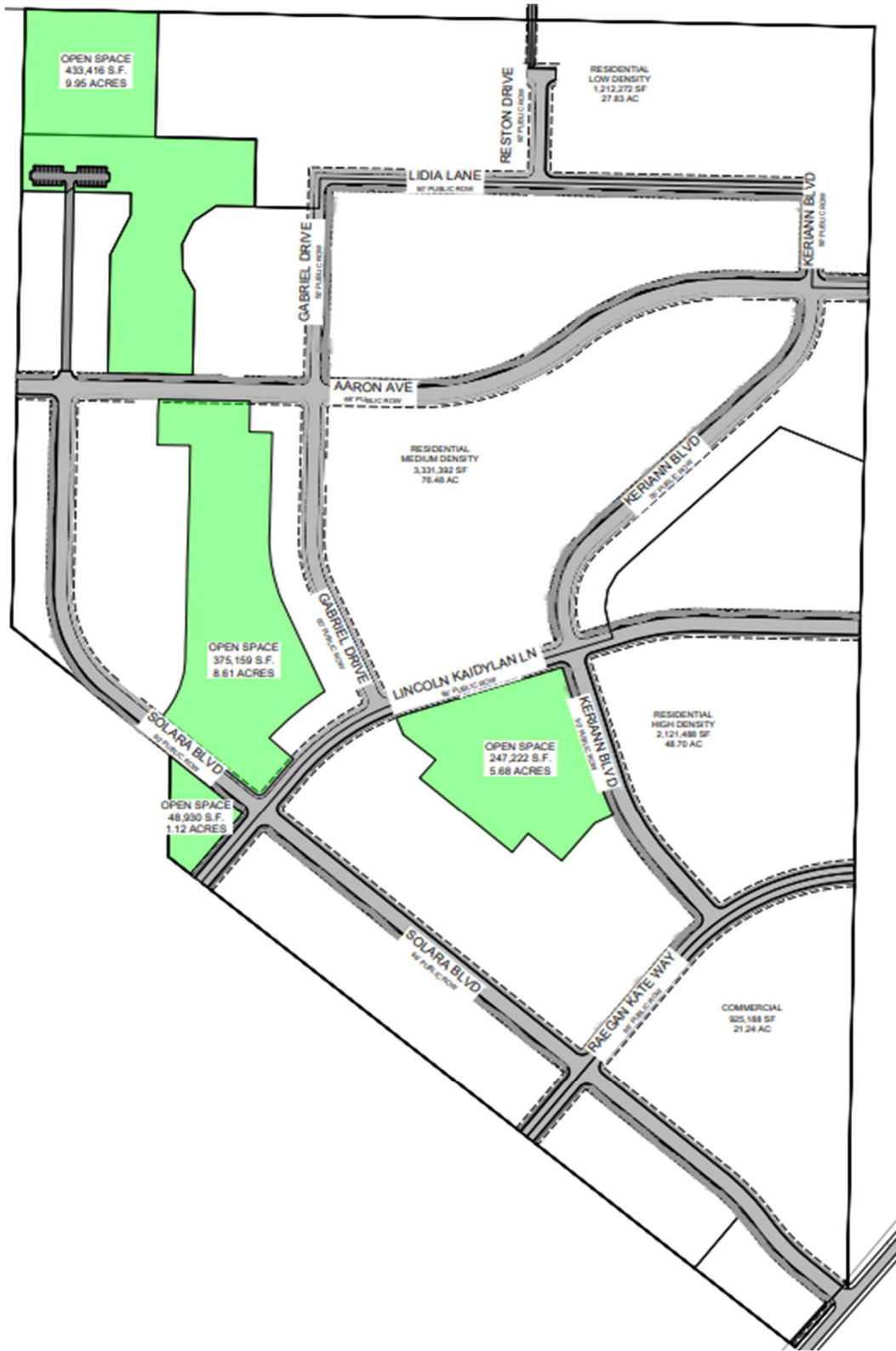
Project monumentation/ signage



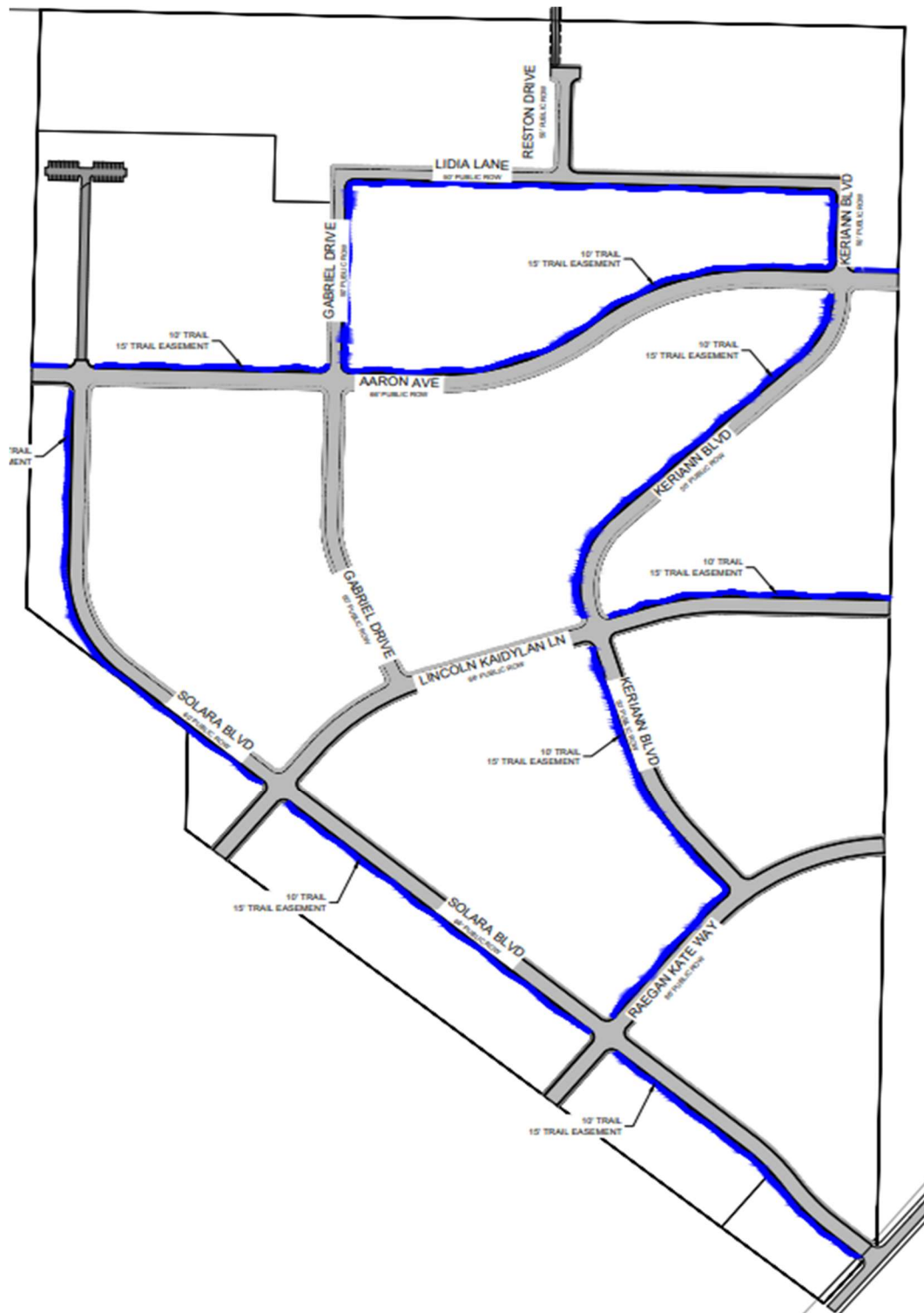
TRAILS NARRATIVE

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

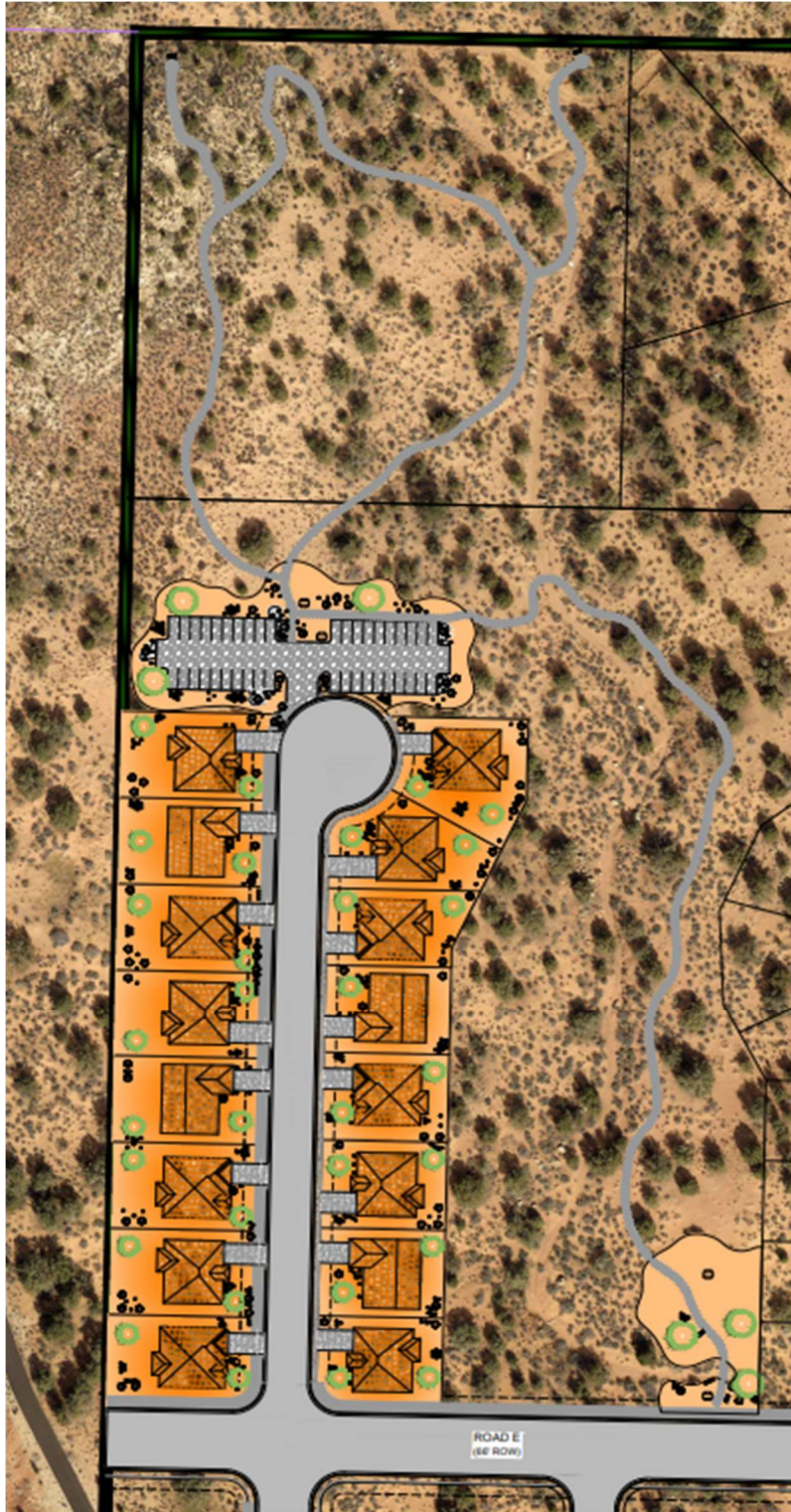
FOR REVIEW
 November 2, 2023



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



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



This concept is only for demonstration purposes. Concept of the main trail head at the northwest section of the Solara Community with 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.

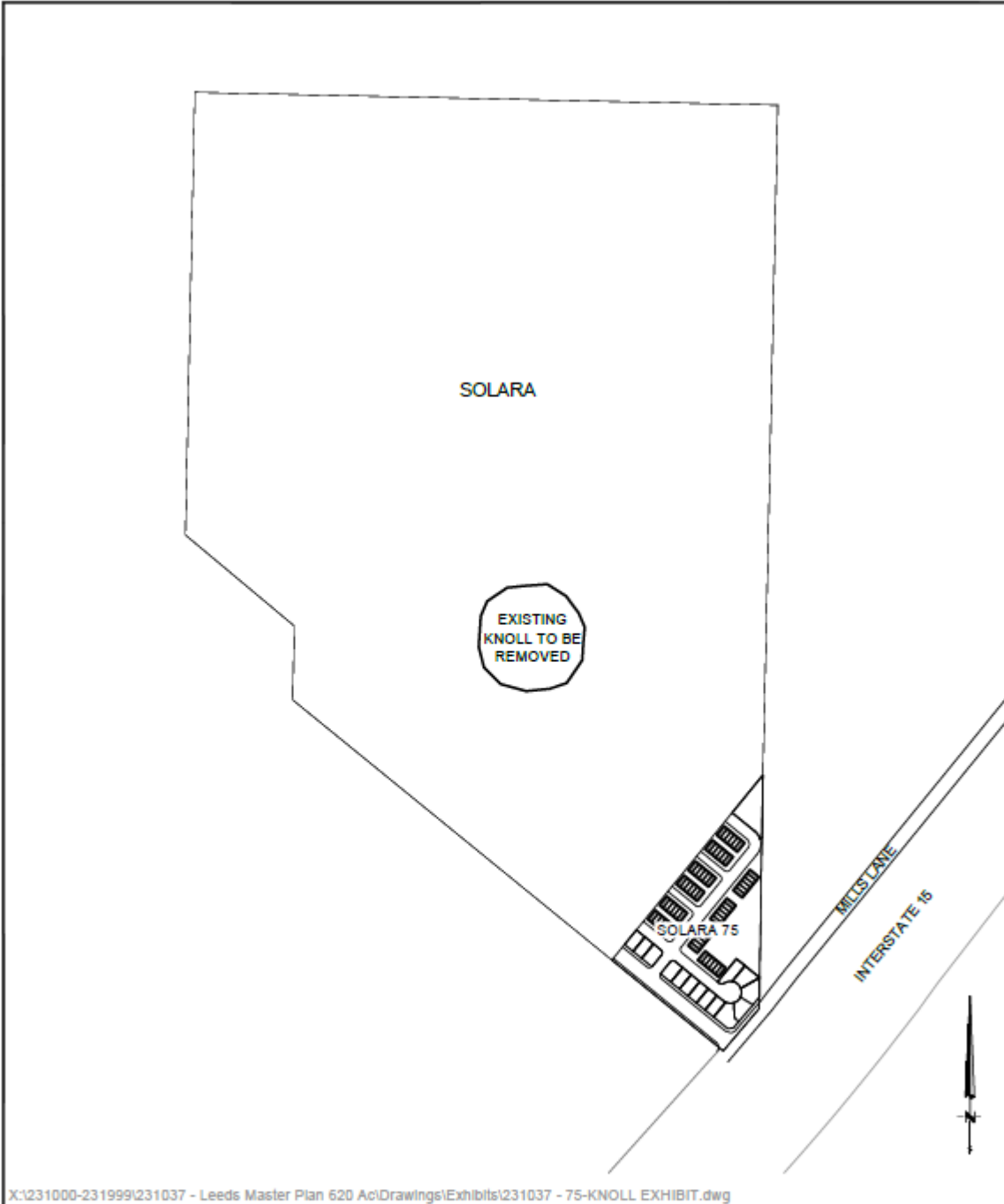
The amount, timing, and method of any credit, waiver, or reimbursement shall be determined in accordance with applicable law and may be further documented in a separate agreement between the parties.

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



X:\231000-231999\231037 - Leeds Master Plan 620 AclDrawings\Exhibits\231037 - 75-KNOLL EXHIBIT.dwg

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