

Recorded Against the Property
Described in **Exhibit “B”**

After Recording Mail to:

Toquerville City
Attn: City Recorder
P.O. Box 27
Toquerville, UT 84774

**ADDENDUM NO. 2
TO
DEVELOPMENT AGREEMENT FOR FIRELIGHT
(a Planned Mixed-Use Community)**

THIS IS AN ADDENDUM (hereinafter “Addendum”), effective as of _____, 2026 (“Effective Date”) to that certain Development Agreement for Firelight dated January 19, 2023 (hereinafter “Agreement”) by and between TOQUERVILLE CITY, a Utah municipal corporation (the “City”) on the one hand, and FIRELIGHT DEVELOPMENT, INC., a Utah corporation (“Developer”), SRC LAND HOLDINGS, LLC, a Utah limited liability company, and T-VILLE DREAMZ, LLC, a Utah limited liability company (collectively, “Developer Affiliates”) on the other hand. Throughout this Addendum, Developer, Developer Affiliates, and the City may be referred to individually each as a “Party” or collectively as the “Parties.”

RECITALS

- A. WHEREAS, the Parties entered into the Agreement on or about January 19, 2023 for the development of a phased mixed-use master-planned community known as “Firelight” or the “Firelight Community”;
- B. WHEREAS, capitalized terms used in this Addendum and in these Recitals to the Addendum, unless otherwise defined herein, shall have the same meanings ascribed to them in the Agreement;
- C. WHEREAS, pursuant to Section 7 of the Agreement, Developer may submit a Modification Application to modify the Firelight MPDO Plan;
- D. WHEREAS, Developer submitted a Modification Application seeking approval of additions to certain roadway cross-sections contained in Exhibit “I” and the Firelight MPDO Plan attached as Exhibit “C” to the Agreement (the “Additions to Roadway Cross-Section”);
- E. WHEREAS, pursuant to Section 7a. of the Agreement, any proposed additions or modifications that further change the City’s Standards and Specifications beyond those approved in Sections 11, 12, and 13 of the Agreement must be accomplished through a modification to the Firelight MPDO Plan;

F. WHEREAS, pursuant to Sections 7d. and 7e. of the Agreement, the City Council is authorized to determine whether a Modification Application is material and, if deemed material, such Modification Application may only be approved following the procedures applicable to a zone change or an amendment to the City’s Official Zoning Map;

G. WHEREAS, on June 3, 2026, the City Council determined that the Additions to Roadway Cross-Section constitutes a material modification pursuant to Section 7 of the Agreement;

H. WHEREAS, following a duly noticed public hearing held on June 10, 2026, the Planning Commission recommended approval of the Additions to Roadway Cross-Section to the City Council;

I. WHEREAS, on June 18, 2026, the City Council voted to approve the Additions to Roadway Cross-Section; and

J. WHEREAS, the Parties desire to amend the Agreement to implement and memorialize the approved Additions to Roadway Cross-Section.

ADDENDUM

The following terms are hereby incorporated as part of the Agreement, and to the extent that said terms modify or conflict with any provisions of the Agreement, these terms shall control. All other terms of the Agreement not modified shall remain the same.

1. Incorporation of Recitals. The Recitals set forth above are incorporated fully into this Addendum as if fully set forth herein.

2. Roadway Cross-Section Modification. The Parties hereby approve the Additions to Roadway Cross-Section. The road-way cross sections contained in Exhibit “I” to the Agreement, as well as any roadway cross-sections contained in Exhibit “C” (Firelight MPDO Plan) to the Agreement are hereby added to and supplemented by **Exhibit “A”** to this Addendum. From and after the Effective Date of this Addendum, all references in the Agreement to the Road Cross-Section Standards approved as part of the Firelight MPDO Plan, shall be deemed to refer to the roadway cross-sections as set forth in the Agreement as added to and supplemented by Exhibit “A” hereto.

3. Further Amendment. The Parties agree that this Addendum may not be further modified, altered, amended, or otherwise changed except upon written consent by each of the Parties.

4. Severability. Should any provision of this Addendum be held invalid or unenforceable by a court of competent jurisdiction, the Parties agree that the remaining provisions shall remain in full force and effect.

5. Integration. This Addendum constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no other understandings or agreements, written or oral, among them on the subject matter of this Addendum.

6. Captions; Drafting. The captions contained in the paragraphs of this Addendum are for convenience only and do not limit, expand, or modify the terms of provisions of this Addendum. This Addendum shall be interpreted and construed as if equally drafted and prepared by all Parties.

7. Construction. The Parties agree that this Addendum was fully negotiated; thus the language used in this Addendum shall be deemed to be the language chosen by the Parties to express their mutual intent, and this Addendum shall not be interpreted against any Party as the drafter of this Addendum.

8. Counterpart. This Addendum may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Recording. This Addendum shall be recorded in the Washington County Recorder's Office against the real property described in **Exhibit "B"**.

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

DEVELOPER AFFILIATES:

SRC LAND HOLDINGS, LLC
a Utah limited liability company

T-VILLE DREAMZ, LLC
a Utah limited liability company

Darcy A. Stewart, Manager

Laura Atwood, Manager

DEVELOPER:

FIRELIGHT DEVELOPMENT, INC.
a Utah corporation

Darcy A. Stewart, President

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this ____ day of _____, 2026, before me personally appeared Darcy A. Stewart whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the president and manager of Firelight Development, Inc. and SRC Land Holdings, LLC respectively and that the foregoing document was signed by him on behalf of said entities by authority of said entities' governing documents and he acknowledged before me that said entities executed the document and the document was the act of said entities for its stated purpose.

NOTARY PUBLIC

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

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

NOTARY PUBLIC

[Document continues on next page]

Exhibit “A”

Exhibit “B”