PINEVIEW SUBSTATION MILESTONES

To complete the construction of the Pineview Substation and proposed hospital, on the Sandberg Property, concurrently and in a timely manner the following milestones are needed by the City:

1. Geotechnical investigation. AGEC is on the site now doing geotechnical investigation for the hospital. The Developer suggested that AGEC do the soils investigation on the substation site. SGES will contact AGEC and coordinate what information will be needed for construction of the substation. Estimated time to get soils report – 3 weeks from the day they begin soils investigation.

2. Get approval of the 40' wide easement running along the east property line for a 69kV transmission line to feed into the new substation site, which gives the hospital redundancy in service. Developer to coordinate this with Sandberg.

3. Finalize property purchase and easement for transmission line. Legal will prepare the PSA and get signatures. 30 days

4. Survey substation property, prepare legal description and record 40' wide transmission line easement, to the City, would be included. Developer indicated that Rosenberg Associates could do this. 2-3 weeks.

5. Once the survey of the property and transmission line easement is complete, the Developer could submit drawings for site plan and building plan review. Review would take approximately 6 months

6. Once the survey of the property and transmission line easement is complete, SGES would start working with the City's Civil Engineer and Electrical Consultant on grading plans and substation foundation designs. As part of the design a permanent access, for the City, to the substation will be required from the Developer. 45 days.

7. Temporary access road will be needed to begin grading and construction of the substation site. Access from 840 South in Washington City would be a preferred option. SGES will talk to Washington City about access from 840 South. If access is not approved from the 840 South, a temporary drivable access road would be required through the Sandberg property. This access road would need to be provided and improved by the property owner/developer. Once the access roadway is available, contractor will begin work. Access road can be done concurrently with the site design.

8. Once the access road is constructed and a site plan and construction drawings are approved, the City will issue a building permit to the Developer and construction of the structure(s) would begin.

9. Once the grading and substation foundation designs are complete SGES would prepare construction documents and bid out project. 30 days.

Planning Commission recommended approval of this Zone Change with the following conditions:

1. Section 4.7.6 On-Street Parking will read as follows:
   In Tech Ridge designated on-street parking can be included when calculating City required parking for commercial, residential, and mixed uses. On-street parking may count towards up to fifty percent (50%) of the required parking spaces and must be located adjacent to the structure. On-street parking shall be striped (angled or parallel).
2. They must return to planning commission to request 25% shared parking at the time of the PD amendment and site plan.
3. Any parking that is not on the same lot as the building that it must be adjacent to the building if it's going to be considered part of the parking.
4. The temporary structures comply with all the City safety codes and that they be approved by staff.
5. All exhibits and figures will have Plan Area 1.5B removed.
6. A final review will be made by the City Legal Department.

Tech Ridge

DEVELOPMENT AGREEMENT

Tech Ridge Development Agreement

1. Recitals
2. Project Summary and Adoption of the PD-MU Zone Plan
3. Definitions
4. Representations, Findings and Purpose
5. Purchase of Property
6. Project Development and Zoning
7. Modification to Zone Plan and Permitted Land Uses
8. Project Financing
9. General Rights and Responsibilities of Developer
10. General Rights and Responsibilities of City
11. Specific Rights and Responsibilities
12. Exactions
13. General Terms and Conditions
14. Dispute Resolution

5. Purchase of Property

5.2 Grant of Options

- Buyer has right and option to purchase the Property in separate takedowns.
- Developer determines acreage of each take down with a minimum of two acres of developable property.
- No takedown will leave a remnant parcel less than 4 acres of developable land with less than 100 feet of frontage on a public roadway.
- Site Plan and Final Plat shall be approved by City prior to any takedown of property by Developer.
- If no building permit has been obtained within 30 months of property takedown, City shall have first right of refusal to repurchase the property at the same price at which the land was sold plus cost of any improvements made to property.

5.3 Term of Option

- 20 years

5.4 Purchase Price Under Each Option Exercise

- $169,793.28 per acre, or $3.90 per square foot
- On July 1 of each year, the purchase price shall increase by two percent (2%).
- Exhibit E details the Schedule of Project Improvements as in-kind payment of Purchase Price.

6. Project Development and Zoning

6.7 Development Timing

At a minimum, every five (5) years Developer shall initiate new construction on at least 378,000 square feet of Commercial Uses.

Carry over is allowed.

Years	Commercial Square Feet
Jan. 1, 2022 through Dec. 31, 2026	378,000
Jan. 1, 2027 through Dec. 31, 2031	378,000
Jan. 1, 2032 through Dec. 31, 2036	378,000
Jan. 1, 2037 through Dec. 31, 2041	378,000
Total	1,512,000

6. Project Development and Zoning

6.8 Park Improvements

- Developer to construct the Park Improvements, including the east/west park connectors

6.8.1 Park Improvements on Project Land

- Developer may construct Park Improvements ~~both~~ on the Property.~~, Adjacent Land, the West Black Ridge View Park, and on the .6 acres of the Tech Ridge West Black Ridge Parcel depicted on Exhibit "B". Additionally, City agrees to grant Developer an easement across City land for pedestrian, hiker, recreational, and service access to the West Black Ridge View Park and the Tech Ridge West Black Ridge Parcel.~~

6.8.2 Minimum Park Improvement Acreage

- Minimum of 60 acres.

6. Project Development and Zoning

Park Improvement Timing

PLANNING DISTRICTS	DEVELOPABLE ACRES	MINIMUM ACRES PARK IMPROVEMENT	PERCENT OF PARK LAND	RATIO OF PARK / DEVELOPABLE ACRES
District 1	30.5	10.7	18%	0.4
District 2	10.4	5.7	9%	0.6
District 3	25.9	19.1	32%	0.7
District 4	12.8	8.4	14%	0.7
District 5	11.8	16.1	27%	1.4
TOTAL	**91.4**	**60.0**	**100%**	**3.7**

- all park improvements shall be completed prior to 10% of developable property remaining.
- 18 Months to Construct required park improvements for Phase 1

6. Project Development and Zoning

6.8.4 Minimum Park Improvement Expenditure

- Developer's minimum expenditure to construct Park Improvements is: $21 million
- Total amount must be expended by the time all Project Improvements are completed.

6.8.6 Park Impact Fees

- Each owner must pay park impact fees for each building permit application within the Project.

8 Project Financing

8.1 Community Reinvestment Areas/ Tax Increment Revenues

- Acknowledges the Developer intends to see the creation of a CRA, which is a separate process.

9 General Rights and Responsibilities for Developer

9.5 Construction of West Access Road

Two access roads:

(a) one to connect to Indian Hills Drive (the "**West Access Road**"), and

(b) one to connect to S. Black Ridge Drive (the "**East Access Road**").

West Access Road:

Developer shall be required to construct the West Access Road and is responsible for design, engineering and construction costs including bonding, warranty, and 10% contingency.

East Access Road:

City may construct the East Access Road, in a time frame acceptable to City in its discretion.

- City is responsible for design and engineering costs
- Eligible facilities for reimbursement as per Section 8 of this Agreement.
- City shall have the option, at its sole discretion, to construct this Project Improvement.
- If City constructs, then Developer shall have no obligation to construct
- Not be available as an In-Kind Payment.

9 General Rights and Responsibilities for Developer

9.6 Reconfiguration of Tech Ridge Parkway

- Developer shall be responsible for the engineering, design and construction costs including bonding, warranty, and 10% contingency to reconfigure Tech Ridge Parkway, including pedestrian and trail access, from its current connection at Bluff Street to a new connection at 100 South.
- The new road segment shall be completed within three (3) years of the construction start date of the East Access Road
- Not available as In-Kind Payment.

9.7 Agreement Contingent Upon Vehicular Access

- Agreement is contingent upon the perpetual and uninterrupted operation of the West Access Road, the East Access Road, and Tech Ridge Parkway.
- If any of these roadways are unable to convey vehicular traffic as contemplated herein, the rights associated with this Agreement shall be suspended until a viable alternative is constructed by developer.
- Donlee Drive is not a viable alternative.

10 General Rights and Responsibilities of City

10.2 Provision of System Improvements and Other Infrastructure

- City agrees to provide all System Improvements to the Project at the point where Tech Ridge Drive intersects the North boundary of the Airport Land except as otherwise provided herein.

In the event the actu… those anticipated because th… of Development Parcels co… responsible to construct …

11 Specific Rights and Responsibilities

City and Developer understand and acknowledge that no quantity of water necessary to serve any portion of the Project is guaranteed or available for use within the Project until:

a. a Final Plat or Site Plan, or subsequent amendment thereto, is approved by the City;

b. all applicable impact fees have been paid by Developer; and

c. the Washington County Water Conservation District has Issued a will serve letter or equivalent acceptable to the City.

13. General Terms and Conditions

13.2 Successors and Assigns

This Agreement shall be binding upon City and Developer and their heirs, successors, transferees or assigns in the ownership or development of any portion of the Project. Nothing in this Agreement shall prohibit Developer from selling or conveying individual Development Parcels of the Property to builders, users, or developers; provided, however, that the lands so sold and conveyed shall continue to be subject to this Agreement, shall bear the same rights, privileges, uses, configurations, and densities as applicable to such Development Parcels under this Agreement, and shall be subject to the same limitations and rights of City as set forth in this Agreement. Notwithstanding the foregoing, nothing herein shall entitle subsequent owners of Development Parcels to any assumed or proportionate share of the Max Residential Units, Commercial Uses, reimbursement rights, or other substantive development rights provided to Developer under this Agreement, such matters being strictly governed by the private agreements between Developer and buyers, users, and occupants of the Development Parcels. In the event Developer assigns to Sub-Developers any share of the Max Residential Units, Commercial Uses, reimbursement rights, or other substantive development rights provided to Developer under this Agreement, Developer shall provide City a copy of that assignment document and exercise good faith efforts to assist City in tracking the allocation and consumption of the retained and assigned rights and obligations.

This Agreement is binding upon and inures to the benefit of City and Developer, and neither City nor Developer shall assign or transfer any rights or delegate any duties hereunder without the prior written consent of both City and Developer. Any such attempted assignment, transfer, or delegation is void.

TECHRIDGE

A Mixed-Use Master Planned Development

DEVELOPMENT AGREEMENT

December 2021

St. George, Utah

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DEVELOPMENT AGREEMENT

Tech Ridge, L.L.C., a Utah limited liability company ("**Developer**"), and St. George City ("**St. George**" or "**City**"), a municipality and political subdivision of the State of Utah, hereby make and enter into this Development Agreement (the "**Agreement**") this ____ day of December 2021, in connection with and to govern the development of the retired airport site.

RECITALS

A. City is owner of, and Developer has the right to acquire approximately 161.84 acres of real property located at the retired St. George airport site at approximately 500 South Tech Ridge Drive in St. George, Utah (the "**Property**"). The Property is comprised of approximately 155.15 acres (the "**Airport Land**"), a separate parcel of approximately 5.52 acres adjacent to and northwest of the Airport Land (the "**Trailhead Land**"), and 1.17 acres adjacent to and north of the Airport Land (the "**Park Parcel**") all as more fully described in Exhibit "A" attached hereto.

B. City has agreed to sell the Airport Land, 44.74 acres of adjacent hillside land ("**Hillside Land**"), the Trailhead Land, and the Park Parcel, in phases, to Developer, pursuant to that certain Purchase And Option Agreement dated February 1, 2018 (the "**Purchase Agreement**") and as amended. This Agreement more fully sets forth the covenants and commitments of each party not provided in the Purchase Agreement.

C. The Property and Hillside Land, together with land owned by the Developer (previously purchased from Gary W. Carter Ltd.) comprising of 1.01 acres of west point land located adjacent to and immediately west of the Airport Land, 0.61 acres west of but not adjacent to the Airport Land on West Black Ridge (the 1.01 and .61 acres are hereafter the "**Carter Land**"), and approximately 20 acres of land adjacent to at various locations around the rim of the Airport Land including the West Black Ridge View Park Land (the "**Adjacent Land**") owned by the City, are the "**Project**" or "**Project Land**." The Project is generally referenced as comprising of 180.69 acres – 160.69 acres owned or under contract by the Developer and 20 acres owned by the City. The Project Land is described in Exhibit "A", and all areas of the Project are depicted on the Project map attached hereto as Exhibit "B."

D. Developer proposes to develop the Project beyond conventional land use development master planning to create a mixed-use master planned project with an emphasis on creating an environment and attracting tech businesses, to be known as the Tech Ridge Mixed-Use Master Planned Development.

E. The Project is master planned to include office, retail, hotel, residential, park lands, and trails. The layout, land uses, and general design of the Project are depicted on The Tech Ridge Planned Development Mixed Use Zone Plan (the "**PD-MU Zone Plan**"), attached hereto as Exhibit "D."

F. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote St. George's long-range policies, goals, and objectives, but at the same time taking advantage of the unique characteristics of the site.

G. Developer desires that the Project be zoned as Planned Development Mixed-Use ("**PD-MU**") as the base zone designation, with such zoning subject to the unique modifications provided in this Agreement.

H. In approving this Agreement, City finds that the terms and conditions of the Agreement: (i) will meet the spirit and intent of City's land use ordinance, (ii) will allow integrated planning and design of the Property, (iii) will promote better development than would be possible under conventional zoning regulations, and (iv) will establish density limitations as applied to the Project.

I. Furthermore, City Council, in the exercise of its legislative discretion, acting pursuant to its authority under the Utah Land Use, Development, and Management Act ("**LUDMA**"), Utah Code §§ 10-9a-101 *et seq.*, and in furtherance of its General Plan, finds that the proposed Project, and its development as contemplated:

a. serves the best interests of City and the welfare of its citizens;

b. is compatible with City's needs; and

c. incorporates utility and transportation services into a comprehensive plan to serve the Project.

J. City and Developer previously entered into a Purchase and Option Agreement dated February 1, 2018, along with its amendments 1 through 7.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms of this Agreement, as more fully set forth below, Developer and City hereby agree as follows:

1 INCORPORATION OF RECITALS

The recitals set forth above are incorporated fully into this Agreement as if fully set forth herein.

2 PROJECT SUMMARY AND ADOPTION OF THE PD-MU ZONE PLAN

The Project Land is centrally located in the City on a high bluff of land, a large portion of which was formerly used as the St. George Municipal Airport. The PD-MU Zone Plan depicts the general location of the Project boundary, setbacks from the rim of the Project Land, access roads, park lands, and trails. The PD-MU Zone Plan becomes City's master plan for the Project, and shall serve as guidance for the future development and uses of the Project Land.

The PD-MU Zone Plan is hereby adopted for the Project. The PD-MU Zone Plan reflects phases and sub-phases (referred to in the PD-MU Zone Plan as "**District**" and "**Planning Area**," respectively) of development. However, subject to the terms and conditions of this Agreement, Developer shall not be constrained to develop the Project sequentially, and one phase or sub-phase need not be fully built out before construction of a new phase or sub-phase is begun. All public spaces shall be dedicated to City, with warranties in accordance with City Ordinances to assure the quality of installation of the improvements, prior to issuance of any certificate of occupancy in the same Planning Area.

In constructing Residential Uses and Commercial Uses (including horizontal and vertical mixed-use structures), Developer shall be subject first to the provisions of this Agreement, then to the PD-MU Zone Plan, then the standards set forth in City's Land Use Ordinances that do not conflict with, or are not overridden by, the PD-MU Zone Plan. In the event of any conflict between the body of this Agreement and the PD-MU Zone Plan, the provisions of the body of this Agreement shall control.

3 DEFINITIONS

Any capitalized term or phrase used in this Agreement that is not defined below shall have the meaning given to it by the St. George Municipal Code in effect on the date of this Agreement. Otherwise, capitalized words or phrases used in this Agreement shall have the following meanings, which as the context requires, may supersede similar definitions in the Land Use Ordinance:

a. "**City Standard Specifications for Design and Construction**" means those design and construction guidelines, standards and specifications contained or adopted by City Ordinance, or as subsequently modified, by the terms of this Agreement.

b. "**City's Land Use Ordinance**" means Title 10 of the St. George City Municipal Ordinances entitled the "**Zoning Ordinance of City of St. George, Utah**," in effect on the date this Agreement (except as otherwise provided in Section 11.1, and except as may be superseded by later-enacted state and federal law).

c. "**Commercial Uses**" means office, retail, hotel, resort, and entertainment facilities, and any commercial uses that comply with the limitations and types of use set forth in the PD-MU Zone Plan.

d. "**CC&Rs**" means any Declaration of Covenants, Conditions and Restrictions to be recorded against any development area or individual parcel within the Project ("**CC&Rs**"), and any subsidiary Declaration of Covenants, Conditions and Restrictions that may be recorded against an individual parcel within the Project, as well as any recorded amendments or supplements.

e. "**Development Activity**" means any manmade change to improved or unimproved real estate, including but not limited to: (a) any construction or expansion of a building or structure; (b) any change in use of a building or structure that creates additional demand and need for public facilities; (c) any change in the use of land that creates additional demand and need for public facilities; or (d) grading, filling, or clearing of land.

f. "**Development Parcel**" means an area within the Project that shall hold the potential of being developed, in part or whole by Developer, into one or more separate residential, commercial, or mixed-use subdivision phases.

g. "**Final Site Plan**" means a small area site plan, covering only a limited portion of the Project, and depicting, inter alia, roadways, parking lots,

building lots, parks, and trails, as provided in the PD-MU Zone Plan and the City's Land Use Ordinance.

h. "**Land Use Application**" means an application designated by the City to obtain a land use decision for Development Activity within the Project submitted to City by Developer or any Sub-Developer subsequent to the execution of this Agreement.

i. "**Lot**" is defined in the St. George Land Use Ordinance, Title 10, and means a tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the Washington County Recorder.

j. "**Max Residential Units**" or "**Maximum Residential Units**" means the maximum number of Residential Units set forth in Section 6.3.1 below which is allowed within the Project and as approved by City for the Project.

k. "**Ordinance**" means the St. George City Municipal Code, including City's Land Use Ordinance in effect on the date Developer submits any application to City, except as otherwise provided in Section 11.1 and except as may be superseded by later-enacted state and federal law.

l. "**Park Improvements**" means the Developer-constructed improvements to the system of park lands, trails, and public squares described and depicted in the PD-MU Zone Plan, to be developed in phases within the Project Land by Developer, and designed and constructed in accordance with City standards.

m. "**PD-MU Zone Plan**" means the plan attached as Exhibit "D" that applies to the Project, and includes, but is not limited to, revised standards for building setbacks, height limits, landscaping, parking, roadways, Park Improvements, lighting, signage, and other residential and commercial development standards which supersede the standards set forth in City's Land Use Ordinance, and other City Ordinances to the extent inconsistent therewith.

n. "**Planning Commission**" means the St. George City Planning Commission.

o. "**Planned Development Amendment**" means changes to an approved conceptual site plan, building elevations, or PD-MU Zone Plan, pursuant to a Land Use Application, to obtain a land use decision for Development Activity, or any other approval required from City, that is reviewed and approved or rejected in the timeframes, and may be appealed, as provided in City's Land Use Ordinance and LUDMA.

p. "**Project Improvements**" means site improvements and facilities that are: (i) planned and designed to provide service for the Project resulting from a Development Activity, (ii) necessary for the use and convenience of the occupants or users of the Project resulting from a Development Activity (including roads, sidewalks, park lands, trails, public squares, and natural gas, electricity, telephone/data, culinary water, sanitary sewer, and storm water utilities), and (iii) not identified as reimbursed as a System Improvement. "**Project Improvements**" does not mean System Improvements.

q. **"Property"** means the same as set forth in Recital A in this Agreement.

r. "**Residential Unit**" means a dwelling unit such as a detached or attached single-family unit, townhome unit, condominium unit, or apartment unit.

s. "**Residential Uses**" means certain residential housing uses, including without limitation, single-family, townhomes, apartments, condominiums, and other forms of multi-family land uses. The term does not include hotels. The term does not include Short Term Rentals as defined in City Ordinance.

t. "**Sub-Developer**" means any person, entity, group, association or political subdivision responsible to construct Project Improvements and/or Park Improvements within portions of the Project, including any subsidiary, affiliate or joint venture partner of Developer. A "**Sub-Developer**" does not include a mere purchaser of a Lot within the Project who intends to construct a building and other improvements solely within such Lot.

u. "**System Improvements**" means existing public facilities that are designed to provide services to service areas within the community at large, and future public facilities that are intended to service both the community at large and the Project. "**System Improvements**" does not mean Project Improvements. Except where otherwise provided in this Agreement, where future System Improvements service both the community at large and the Project, the portion of the construction cost allocated to Developer shall be roughly proportionate, both in nature and extent, to the Project's impact on the System Improvement.

4 REPRESENTATIONS, FINDINGS AND PURPOSE

4.1 Compliance and Benefits to City

City finds that (i) the PD-MU Zone Plan and this Agreement are consistent or otherwise in harmony with City General Plan, the PD-MU ordinance and all other applicable ordinances, rules, regulations and policies of City; and (ii) the development of the Project pursuant to this Agreement, the PD-MU Zone Plan will result in significant planning and economic benefits to, and will further the health, safety and general welfare of, City and its residents by, among other things: (A) requiring development of the Project in a manner consistent with this Agreement; (B) providing for the dedication of Project Improvements and System Improvements to be completed in several phases as set forth herein; (C) increasing sales and/or property tax and other revenues to City derived from businesses and residences to be constructed in the Project; (D) creating an environment in which new tech businesses can grow and create jobs within the Project, and (E) the construction and operation of public and private amenities.

4.2 Reliance by the Parties

City acknowledges and agrees that Developer, in performance of its obligations hereunder, is relying on the execution and continuing validity of this Agreement, as well as City's faithful performance of its obligations hereunder, in Developer's present and continued expenditure of substantial funds in connection with the Project. Developer acknowledges and agrees that City, in performance of its obligations hereunder, is relying on Developer's execution and representations contained in this Agreement, as well as Developer's faithful performance of its obligations hereunder.

4.3 Purpose and Authorization to Develop

The parties desire that City have reasonable certainty concerning the manner in which the Project will be developed, and that Developer will have reasonable certainty in proceeding with development of the Project. Through this Agreement, Developer agrees to comply with the terms of the PD-MU Zone Plan, and this Agreement, and in exchange, City authorizes Developer to develop the Project as set forth in the PD-MU Zone Plan and this Agreement. Accordingly, Developer is hereby authorized to improve and develop the Project as provided in the PD-MU Zone Plan and this Agreement.

4.4 Ratification of Existing Development

The parties acknowledge that City previously approved: (i) the final plat for Tech Ridge Phase 1 Subdivision, and (ii) both a building and occupancy permit for an office building on Lot 3 of Tech Ridge Phase 1 Subdivision. City hereby ratifies those actions

and affirms that the building on Lot 3 was constructed in compliance with, and all architectural elements thereof satisfy, the zone then in effect, as well as the PD-MU that now applies to Lot 3.

5 PURCHASE OF PROPERTY

5.1 Agreement to Sell and Purchase

On the terms and conditions stated below, Seller hereby grants to Buyer the option to purchase the Property. Buyer agrees that upon Closing City may record one or more declarations of easement regarding existing utility facilities located on, under or over the Property.

5.2 Grant of Options

Upon and subject to the terms and conditions set forth in this Agreement, Seller hereby grants and conveys to Buyer the exclusive right and option to purchase the Property in separate takedowns. The amount of acreage included in each Option exercise shall be at the reasonable discretion of Buyer; provided that the minimum acreage in any Option exercise shall be two acres of developable property. Notwithstanding the foregoing, no takedown shall be configured to leave any remnant parcel that is less than four (4) acres of developable land with less than 100 feet of frontage on a public roadway.

An approved Site Plan and Final Plat shall be approved by City prior to any takedown of property by Developer. If no building permit has been obtained within thirty months of property takedown, City shall have first right of refusal to repurchase the property at the same price at which the land was sold plus cost of any improvements made to property.

5.3 Term of Option

The term of the Option (the "**Option Term**") shall commence on the date of this Agreement and shall continue until for twenty (20) years until December 31, 2041, unless the Option is earlier terminated pursuant to the provisions of this Agreement.

5.4 Purchase Price Under Each Option Exercise

The purchase price of each takedown of the Property shall be $169,793.28 per acre, or $3.90 per square foot for the Airport Property. On July 1 of each year, the

purchase price shall increase by two percent (2%). The following improvements are eligible for in-kind consideration toward the purchase price indicated in Exhibit E, Schedule of Project Improvements as in-kind payment of Purchase Price.

5.5 Escrow and Earnest Money Deposit

Upon approval by the City for a property takedown, the parties shall open an escrow account (the "**Escrow**") with the title company designated by the City. No later than 30 days after the date of approval by City for a takedown, Buyer shall deposit $20,000 with Escrow Holder. The amount shall serve as earnest money for the takedown property and shall be applied to the Purchase Price for the takedown property. Earnest Money deposited for an applicable takedown property shall be refundable to Buyer upon Seller's default.

5.6 Payment and Closing

The Purchase Price for each takedown shall be paid in cash (unless Buyer makes in-kind payments pursuant to the terms of this agreement at the Close of Escrow for Buyer's purchase of exercised takedown property. The closing of Buyer's purchase each takedown property (each a "**Closing**") shall occur concurrent with the recording of the subdivision. The Closing shall take place at the office of the Escrow Holder.

5.7 Closing Documents

The parties shall deposit the following with Escrow Holder:

a. Seller's Documents. At each Closing, Seller shall execute and deposit a Special Warranty Deed (the "**Deed**"), conveying fee title to the Property to Buyer subject only to the Permitted Exceptions.

   Buyer and Seller shall execute the form of assignment by which Seller assigns to Buyer, and Buyer assumes from Seller, all agreements, permits, licenses, approvals, applications, engineering plans and specifications, entitlements, development agreements, and development rights pertaining to the Property.

b. Buyer's Documents. Buyer shall deposit the applicable portion of the Purchase Price (unless paid in kind as provided in Section 5.4 above).

c. Additional Documents. The parties shall also deposit such additional documents and/or instructions as necessary to comply with the terms hereof.

d. Option Termination. Upon any uncured Event of Default (after notice and opportunity to cure as provided in Subsection 13.18 below) of Buyer under this Agreement, then the Options granted herein shall terminate in their entirety, and both parties shall be released from any and all obligations with respect to any takedown of the Property not theretofore purchased by Buyer.

5.8 Applicable Laws and Regulations

The parties acknowledge that all development and improvements of any sort, on- or off-site, relating to the Project shall comply with City's Ordinances, General Plan, rules, regulations, and procedures as provided in Section 11.1. City acknowledges that in certain instances, coordination of design and other standards may be necessary with other public and quasi-public entities.

5.9 Project Approval

Concurrent with the date of this Agreement, the PD-MU Zone Plan is approved and adopted for the Project. The PD-MU Zone Plan shall not be affected by any subsequent amendment of the City's PD-MU zoning ordinance in a manner which diminishes or restricts the permitted uses authorized in the PD-MU Zone Plan, or in any other way diminishes the substantive rights provided in this Agreement.

The PD-MU Zone Plan addresses certain issues related to the Adjacent Land and shall apply to the Adjacent Land.

5.10 Land Use Applications

Except as otherwise provided in Section 10.1, a Land Use Application made subsequent to the execution of this Agreement shall conform to applicable requirements of this Agreement and City's Ordinances in effect on the date of the application.

A Land Use Application, to obtain a land use decision for Development Activity, or any other approval required from City, including without limitation any amendment, inspection, variance, building permit, or any other approval required from City, must be reviewed and approved or rejected in the timeframes, and may be appealed, as provided in City's Land Use Ordinance and LUDMA.

5.11 Dedications, Donations, Deeds

All transfers or dedications from Developer or Sub-Developer to City shall be by agreement and/or warranty deed free of all liens and encumbrances, taxes paid through closing, at no additional cost to City, and under other terms required by the Land Use Ordinance.

5.12 Building Permits

Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other City Ordinances relating to the construction of any structure in effect when a person or entity files with City a complete application for such building permit.

5.13 Later Enacted State or Federal Law

The rights and obligations of the parties under this Agreement shall be subject to later enacted state and federal laws and regulations to the extent applicable to the Project.

5.14 Moratorium

The rights of Developer under this Agreement and the PD-MU Zone Plan approval shall not be subject to a subsequent moratorium or ordinance enacted by City unless to respond to a bona fide threat to the public health and safety or which involves facts and circumstances beyond control of City, and which threat represents a "compelling and countervailing public interest," as such term is used in LUDMA and the case law construing such term. City acknowledges that, as of the date of this Agreement, to its best knowledge, information and belief, it is not aware of any existing facts under which such a moratorium or ordinance might be enacted.

5.15 Permitted Uses

Only the uses described in the PD-MU Zone Plan shall be permitted uses within the Project. In the event City determines that any actual or proposed use within the Project is not a permitted use, or there is a dispute over the interpretation of the uses indicated in the PD-MU Zone Plan, such determination or dispute shall be resolved in accordance with the application and appeal processes outlined in City's Land Use Ordinance.

6 PROJECT DEVELOPMENT AND ZONING

6.1 Project Developers

Developer anticipates either constructing individual portions of Development Parcels itself or conveying the same to Sub-Developers for development in a phased manner. Any such conveyance to a Sub-Developer shall be subject to Sub-Developer's compliance with all terms and conditions of this Agreement.

6.2 Vested Rights

It is understood and agreed that execution of this Agreement and the PD-MU Zone Plan by City shall constitute the sufficient, submitted, complete, and approved "land use application" as contemplated by Utah Code § 10-9a-509. Notwithstanding the foregoing, each Land Use Application (as defined in this Agreement), and each application for amendment of the PD-MU Zone Plan, shall be considered an independent "land use application" as contemplated by Utah Code § 10-9a-509, the consideration of which by City shall be independent of this Agreement and as provided in the Ordinance. Similarly, each application for a Planned Development Amendment shall be treated as an application independent of this Agreement which shall proceed as provided in the Ordinance.

To the maximum extent permissible under the law, it is the intent both of City and Developer that the execution of this Agreement grants and vests in Developer all rights to develop the Project as provided in this Agreement without modification or interference by City, except as specifically provided herein. However, the City may condition the approval of any final plat upon Developer's presentation of financial assurance required by the Land Use Ordinance for the completion of public improvements, and/or a development agreement providing for the construction of public improvements, amenities and landscaping.

The Parties intend that the rights granted to Developer under this Agreement are both contractual and as provided under the common law concept of "vested rights." Accordingly, Developer shall have the vested right, as of the date of this Agreement, to develop and construct the Project in accordance with the PD-MU Zone Plan and the other applicable provisions of this Agreement.

6.3 Residential Unit Restrictions

6.3.1 Maximum Residential Units and Uses

City specifically acknowledges that Developer shall be entitled to a maximum of 2,400 Residential Units for Residential Uses within the Project Land. Such limit shall not apply to office, retail, hotel, or other non-residential uses, but shall apply to Residential Units within the Project Land. Further, the parties acknowledge that actual densities on certain acreage will exceed the maximum per-acre densities allowed under City's Land Use Ordinances, but for purposes of this Agreement, such per-acre density may exceed that per-acre maximum, provided the overall Maximum Residential Units within the Project does not exceed 2,400 units.

6.3.2 Maximum Residential Ratio

Additionally, City may not issue a building permit for Residential Units on any Lot within the Project if such permit would cause Developer to exceed a ratio of Residential Units for every one thousand (1,000) gross square feet of space in Commercial Uses (the "**Maximum Residential Ratio**"), as follows:

a. In District 1 (as depicted in the PD-MU Zone Plan), a Maximum Residential Ratio of 2.5;

b. In all other Districts, a Maximum Residential Ratio of 2.0.

The Maximum Residential Ratio shall be measured as of the date Developer applies for each building permit for any Residential Units. Commercial Uses for which a building permit has been granted shall be included in the ratio calculation.

The following illustrates how the Maximum Residential Ratio shall be calculated and applied. If Developer has constructed 160,000 gross square feet of Commercial Uses in District 1, then Developer would be entitled to construct a maximum of 400 Residential Units within the Project (160,000 / 1,000 = 160 x 2.5 = 400). If subsequently Developer were to construct 100,000 gross square feet of Commercial Uses in any other District, then Developer would be entitled to construct an additional 200 Residential Units within the Project (100,000 / 1,000 = 100 x 2.0 = 200).

With each application for a subdivision plat that contains Residential Units, Developer shall also submit to City a report showing the then-current status of the Maximum Residential calculation.

6.4 Commercial Uses

City specifically acknowledges that Developer shall be entitled to construct the Commercial Uses within the Project. The limitations and types of use for Commercial Uses shall also apply to mixed-use structures within the Project.

6.5 Mixed Uses

City hereby grants Developer the right to design and construct mixed-use facilities that contain both Residential Uses and Commercial Uses, or a variety of Commercial Uses, within the same building and/or within the same planning area within the Project.

6.6 Height Limits

City hereby grants Developer the right construct buildings within the Project that do not exceed the height limits set forth in the PD-MU Zone Plan.

6.7 Development Timing

City acknowledges that Developer intends to submit multiple applications from time-to-time to develop portions of the Project in separate and multiple Development Parcels. Five Planning Districts are programmed for development as detailed in the PD-MU Zone Plan. At a minimum, every five (5) years Developer shall achieve new construction on and obtain certificates of occupancy for at least 378,000 square feet of Commercial Uses as set forth below.

Years	Commercial Square Feet
Jan. 1, 2022 through Dec. 31, 2026	378,000
Jan. 1, 2027 through Dec. 31, 2031	378,000
Jan. 1, 2032 through Dec. 31, 2036	378,000
Jan. 1, 2037 through Dec. 31, 2041	378,000
Total	1,512,000

While the foregoing square footage figures are not cumulative, if the square footage of newly-constructed Commercial Uses for any time period exceeds the minimum threshold for that period, the excess shall carry forward to the next succeeding time period.

6.8 Park Improvements

Developer shall be required to construct the Park Improvements, including the east/west park connectors, at the general locations shown in the PD-MU Zone Plan. Developer shall be required to construct Park Improvements on a minimum of 60 acres of the Property, which shall be purchased from the City at the purchase price set forth in Section 5.4, and constructed as depicted and programmed in the PD-MU Zone Plan. Such Park Improvements must be constructed as follows:

6.8.1 Park Improvements on Project Land

Developer may construct Park Improvements on the Property.

6.8.2 Minimum Park Improvement Acreage

The amount of Park Improvements constructed on the Property shall be a minimum of sixty (60) acres.

6.8.3 Park Improvement Timing

Developer shall be required to construct a minimum quantity of Park Improvements with each final subdivision plat or Site Plan as set forth in the PD-MU Zone Plan that is approved by City, according to the following schedule:

PLANNING DISTRICTS	DEVELOPABLE ACRES	MINIMUM ACRES PARK IMPROVEMENT	PERCENT OF PARK LAND	RATIO OF PARK / DEVELOPABLE ACRES
District 1	30.5	10.7	18%	0.4
District 2	10.4	5.7	9%	0.6
District 3	25.9	19.1	32%	0.7
District 4	12.8	8.4	14%	0.7
District 5	11.8	16.1	27%	1.4
TOTAL	**91.4**	**60.0**	**100%**	**3.7**

To apply the above schedule, compute the total developable acreage contained within the subdivision plat (gross area less ROWs and Park Improvement Land), then multiply by the Ratio of Park/Developable Acres for the applicable District. The product equals the total acreage of Park Improvements that must be improved as a condition of City approving that subdivision plat. The required Park Improvements should preferably be constructed within the district in which the plat is contained, and in an area that is adjacent to or nearby to the platted area. City shall grant a deviation from that proximity preference, and from precise calculation of the minimum required acreage of Park Improvements, upon a showing of good cause by Developer. If the minimum required quantity of Park Improvements associated with any plat exceeds the minimum threshold, the excess may, at the discretion of the City, carry forward to the next succeeding subdivision plat.

As part of the Park Improvements within or part of District 1, Developer shall improve the rim trail (as depicted in Exhibit "C" attached hereto, the "**Rim Trail**") from the southern boundary of District 1 to the top of Cloud Drive near Planning Area 5.2. This segment of the Rim Trail will be in addition to the minimum acres of Park Improvements required to be constructed within District 1, but count toward Developer's overall 60 acre requirement for Park Improvements.

The Rim Trail will be approximately 10 feet wide and will be improved with road base, asphalt, and bisecting irrigation/power sleeves. The acreage of each segment of the Rim Trail that counts toward acres of Park Improvements shall be computed as 10 feet (or the actual width of each segment) multiplied by the linear footage of each such Rim Trail segment. The actual square footage of additional features of the Rim Trail (such as overlooks and observation piers, areas for benches, tables, monuments, and pavilions, retaining walls, and buffer areas between the paved portion of the trail and the rim edge) shall be added to the acres that count toward acres of Park Improvements.

At any point in time Developer shall have the option of either completing construction of all applicable Park Improvements, or providing City with a completion bond for the estimated cost of the applicable Park Improvements, which bond shall be in accordance with the requirements of the Land Use Ordinance.

City acknowledges that prior to the date of this Agreement it permitted Developer to record the final plat for Tech Ridge Phase 1 Subdivision, and to construct buildings thereon. At that time Developer was not required to construct Park Improvements. However, Developer shall have eighteen (18) months after the date of this Agreement to construct enough Park Improvements to bring it into compliance with the requirements of this Section 6.8.3 regarding the Tech Ridge Phase 1 Subdivision.

Developer shall be permitted to construct portions of the Rim Trail around the Property in discrete segments that do not connect when constructed. Developer shall also be permitted to construct Rim Trail segments on portions of the Airport Land it has not yet purchased from City under the Purchase Agreement, provided Developer complies with the applicable trail construction standards set forth in the PD-MU Zone Plan, and provides the construction warranty bond provided in the Land Use Ordinance.

Notwithstanding the foregoing, if at any time the development of Development Parcels gets out of ratio with construction of Park Improvements, City shall forebear and allow Developer the opportunity to catch up over the following twelve (12) months, or bring the ratio back into compliance with Developer's next application for subdivision of a Development Parcel, whichever is earlier. However, all park improvements shall be completed prior to ten percent of developable property remaining.

6.8.4 Minimum Park Improvement Expenditure

Developer's minimum expenditure to construct Park Improvements shall be $21 million (the "**Minimum Parks Expenditure**"), which total amount must be expended by the time all Project Improvements are completed. After the first full calendar year after the date of this Agreement, the amount of the unspent portion of the Minimum Parks

Expenditure shall be adjusted as of the first day of the subsequent calendar year and each calendar year thereafter as follows:

a. The amount of the unspent portion of the Minimum Parks Expenditure shall be increased by an amount proportionate to the percentage increase (if any) from the immediately prior calendar year in the Consumer Price Index, Urban Wage Earners and Clerical Workers (1982-84=100), All Cities Average (maintained by the U.S. Department of Labor, Bureau of Labor Statistics) (the "**CPI Index**").

b. The CPI Index for the first full year after the date of this Agreement shall be used as the base and shall be compared to the CPI Index for the first month of each successive calendar year for which the adjustment is then being made.

c. If during the term of this Agreement the U.S. Department of Labor ceases to maintain the CPI Index, Developer shall use such other index or standard as will most nearly accomplish the aim and purpose of the CPI Index and the use thereof by the parties to this Agreement shall be used in determining the amount of any adjustment.

6.8.5 Park Improvement Limit

City may not subsequently increase the amount of Park Improvements it requires Developer to construct, or the amount of expenditures Developer is required to make, above those stated in this Agreement or described in the PD-MU Zone Plan.

6.8.6 Park Impact Fees

Each owner of a Lot who applies for a building permit thereon shall be responsible for paying park impact fees for each building permit application within the Project, according to City's impact fee schedule in effect at the time of each such application.

6.9 Ownership and Maintenance of Park Improvements

6.9.1 Construction and Dedication

As Developer completes the applicable Park Improvements for each park, trail or landscape segment within any Development Parcel within the Project that City has determined it will accept after inspection thereof, title to the land on which such Park Improvements lie shall be dedicated to City. Concurrently, in accordance with City Ordinance, Developer shall warranty the applicable Park Improvements prior to their final acceptance by City. Developer shall be required to construct all park, trail,

landscape and irrigation improvements according to the PD-MU Zone Plan, City Standard Specifications for Design and Construction, and Park Planning Division Standards applicable at the time of construction. Developer may elect, however, to construct Park Improvements that exceed or do not otherwise conflict with standards applicable at the time of construction. City may request upgrades or betterments that exceed minimum standards described above for any planned Park Improvements, and Developer shall construct them to take advantage of economies of scale, and City shall reimburse Developer for the full cost thereof. For Park Improvements that are to be dedicated to City, it shall review Park Improvement design plans, and inspect and approve the construction thereof within the timeframes set forth in the Ordinance. Developer is required to meet yearly with City, and at other times as needed, to discuss timing, planning, design, budgeting and maintenance of the proposed Park Improvements.

6.9.2 City Maintenance

After the date of any such dedication, City shall be responsible for the maintenance of all dedicated Park Improvements on Project Land and Adjacent Land (subject to Developer's correction of defective work during the warranty period), including the east/west park connectors described in the PD-MU Zone Plan. City shall be solely responsible to field and respond to all inquiries and complaints regarding dedicated Park Improvements on Project Land and Adjacent Land after final acceptance. If Developer constructs any Park Improvements that exceed City Standard Specifications for Design and Construction and/or the Park Planning Division Standards, City shall have the discretion whether to maintain those Park Improvements to the same standard as constructed.

6.9.3 Improvement Completion, Assurance, Approval, Warranty, and Acceptance

Nothing in this Agreement shall alter or amend Developer's obligation to comply with City Ordinance, Title 10, Chapter 25D, as amended. All transfers or dedications from Developer to City shall be by agreement and/or warranty deed free of all monetary encumbrances, property taxes paid through closing, at no additional cost to City, and under terms provided in the Ordinance. After approval and dedication, City shall own and maintain the dedicated Park Improvements and the property on which they lie, except to the extent defects in the dedicated Park Improvements identified by City during the warranty period and required to be corrected prior to final acceptance.

6.9.4 Public Square and Park Land Categories

The concept plan for the park land and trail system totals at least 60 acres and is composed of four different types of park land that are described in detail in the PD-MU Zone Plan. Each of the Park Improvements on Project Land and Adjacent Land shown on the PD-MU Zone Plan are and shall be classified within one of the following categories:

a. **Community Parks**. As described in the PD-MU Zone Plan. All such parks within the Project shall be closed to the public during overnight hours as determined by City, which may vary from park-to-park.

b. **Linear Park Connectors**. As described in the PD-MU Zone Plan.

c. **Public Square**. Areas bearing the "public square" designation shall be constructed in substantial conformity with the development standards for public square facilities provided in the PD-MU Zone Plan, but may depart therefrom in order to facilitate the construction of non-traditional improvements such as pavilions, outdoor performing arts facilities, concession facilities, and the like.

d. **East-West Park Connectors**. As described in the PD-MU Zone Plan.

Areas bearing the public square, and linear park connectors designations are not defined as 'public parks' within the meaning of the restrictions on alcohol sale and consumption under applicable City and State of Utah alcohol regulation laws.

6.9.5 Alteration of Park Improvements

Once Park Improvements and the underlying land are dedicated to the City, City shall have sole discretion as to the use and maintenance of such Park Improvements.

6.9.6 Pavilion

Within the Tech Ridge Phase 1 Subdivision shall be constructed a pavilion, which is described and depicted in the PD-MU Zone Plan. The pavilion shall be classified as a "public square." Construction of the pavilion shall begin no later than February 1, 2022, with anticipated completion of one year. Developer shall dedicate the pavilion and the land on which it sits to City promptly after completion of its construction. On the date Developer dedicates the pavilion improvements and land to City, all such improvements shall be in good condition and repair, subject to normal wear and tear, but with no

substantial items of deferred maintenance. Developer and any owner or tenant within the Project:

a. may be issued a permit/license for both single- and multi-day events;

b. may be issued a permit/license for private events or community events where the public is invited;

c. for private events, retain the discretion to exclude or evict uninvited individuals/groups from, set its own rules of conduct, allow booths and other commercial displays and activities, and serve alcoholic beverages (subject to City's issuance of an alcohol permit as provided in City's Ordinance); and

d. may use the pavilion beyond City's normal closing hours for that facility, provided no use may be made during the overnight closure hours between midnight and 6 a.m.

6.10 System Improvements

City acknowledges that, as of the date of this Agreement, certain System Improvements are not adequate to serve the development proposed by this Agreement. City agrees to be responsible for construction of any System Improvements that may be required to bring those System Improvements to the Property as provided in Section 11.2. City agrees to construct additional System Improvements in a timely fashion to accommodate Project demands as needed. Nothing in this Agreement shall be construed to require City to provide or construct System Improvements that are not contemplated in the uses, densities, and reasonable public utility output and capacity that derives from the current PD-MU Zone Plan. If the PD-MU Zone Plan is amended in a manner that increases the uses or densities, or increases the reasonable public utility output and capacity, City is not required to provide or construct additional improvements to accommodate the changes, and such increases are excluded from the definition of "**System Improvements**." If City selects Developer to construct any System Improvements after satisfaction of any applicable public bidding requirement, Developer shall be reimbursed for all such costs, or Developer shall have the option to receive a credit against Developer's impact fees from City; provided, however, that such credits shall be limited to specific impact fee categories (e.g., credits for roadway improvements may be credited only against transportation impact fees, etc.).

6.11 Restrictive Covenants

At Developer's election, Developer may record CC&Rs against one or more Development Parcels, the provisions of which may be enforced Developer or by one or more community or owners associations to be organized by Developer. The CC&Rs shall not be recorded against any City-owned land without City's written consent. The CC&Rs may include specific design, architecture, and maintenance standards for the Project that comply with, but that may be more restrictive than, those contained in the Land Use Ordinance or this Agreement or the PD-MU Zone Plan. Nevertheless, City reserves the right to review the CC&Rs prior to recording for the sole purpose of determining whether the CC&Rs comply with the requirements of the Ordinance (as modified by this Agreement). Each amendment to the CC&Rs shall be subject to City review for the same purpose. The CC&Rs may include owner assessment provisions that are designed to provide a source of funding to satisfy the requirements of this Agreement regarding the maintenance of certain Project Improvements. The subdivision plat for any Development Parcel may reserve private drives, alleys, walkways, parking lots, and other common area improvements for the exclusive benefit of Developer or respective owners, and the CC&Rs shall provide for the maintenance thereof. However, the CC&Rs shall not apply to any roadway, park, trail, or other public improvement that is owned by City.

6.12 Architectural Design Standards

All buildings constructed within the Project shall be subject to the minimum architectural design standards set forth in the PD-MU Zone Plan. In the event Developer desires to depart from such standards, either globally or on a case-by-case basis, the parties agree to address the proposed revised architectural design standards using the City's Land Use Ordinance procedure for a Planned Development Amendment. City acknowledges that the architectural design standards set forth in the PD-MU Zone Plan are minimums, and Developer may cause a purchase and sale agreement, the CC&Rs, or other restrictive agreements, to contain additional private architectural restrictions and design standards that apply as between Developer and private owners within the Project. Developer may petition the City Council to revise the PD-MU Zone Plan's architectural design standards using the City's Land Use Ordinance procedure for a Planned Development Amendment. Developer acknowledges that the City Council retains discretion to approve, deny or modify any application to amend the architectural design standards that are not substantially consistent with those in the PD-MU Zone Plan.

6.13 Signage Standards

All signage within the Project shall conform to the signage standards set forth in the Tech Ridge PD-MU Zone Plan.

6.14 Landscape Standards

All landscaping within Development Parcels of the Project shall conform to the landscape standards set forth in the Tech Ridge PD-MU Zone Plan.

7 MODIFICATION TO ZONE PLAN AND PERMITTED LAND USES

7.1 Changes to the PD-MU Zone Plan

City acknowledges that the PD-MU Zone Plan includes generalized depictions of the proposed development of the Project, including development pads, roadways, park lands, and trails. This Agreement contemplates that Developer may modify the PD-MU Zone Plan, as long as the Max Residential Units is not increased and specific land uses permitted herein are not changed. Any changes to the PD-MU Zone Plan shall be processed in accordance with City's Land Use Ordinance standards for approving a Planned Development Amendment.

7.2 Changes to Permitted Land Uses

If Developer desires to have City interpret or expand the list of permitted land uses for the Project, such interpretation or expansion shall be the subject of an application to amend the PD-MU Zone Plan, following procedures outlined in the City's Land Use Ordinance for a Planned Development Amendment. Developer shall submit a written application to City describing the nature, scope and reasons for such change.

8 PROJECT FINANCING

8.1 Community Reinvestment Areas/Tax Increment Revenues

Both parties acknowledge that Developer intends to seek partial financing for the Project through the creation of a Community Reinvestment Area ("**CRA**"), pursuant to the Community Reinvestment Agency Act, Utah Code § 17C-1-101 through Utah Code § 17C-5-406 as amended ("**CRA Act**"). Tax increment generated by Development Activity may be used toward the construction costs of eligible facilities as set forth below.

8.1.1 Establishment of CRA/Tax Increment Revenues

Upon the request of Developer, City shall promptly take all necessary actions to establish a CRA for the Project.

8.1.2 Eligible Infrastructure

Property tax increment will be used for the financing of all eligible facilities under the CRA Act.

8.1.3 CRA Formation Costs

Both parties acknowledge that Developer and City may be required to advance funds related to the formation of the CRA. City agrees that it will reimburse Developer from CRA proceeds for reasonable costs incurred in direct connection with the formation of the CRA which would include, but not be limited to, Developer's legal, engineering, valuation, title and financial advisors. Additionally, this amount would include the CRA application fee and any additional deposits made to City by Developer in relation to the CRA application, CRA formation, and processes.

9 GENERAL RIGHTS AND RESPONSIBILITIES OF DEVELOPER

9.1 Conditions of Approval

With respect to the Project, Developer accepts and agrees to pay all plan review, impact, connection, building and other fees in accordance with City's Ordinances now in effect and as amended, unless otherwise waived in this Agreement or a reimbursement agreement is signed and approved for a specific Development Parcel.

9.2 Impact Fee Payments

City agrees that Developer shall have the option to pay listed impact fees either with cash or in kind as a credit against Developer's cost of constructing public infrastructure; provided, however, that such credits shall be limited to (a) specific impact fee categories (e.g., credits for roadway improvements may be credited only against transportation impact fees, etc.), and (b) specific items of impact fee eligible infrastructure as shown on the applicable capital facilities plan adopted by City for each impact fee category.

9.3 Dedication of Project Improvements

Unless otherwise specifically provided herein, Developer shall dedicate all Project Improvements in the Project to City upon completion of construction, installation, approval, warranty, and acceptance by City. All transfers or dedications from Developer or Sub-developer to City shall be by agreement and/or warranty deed free of all liens and encumbrances, taxes paid through closing, at no additional cost to City, and under terms provided in the Ordinance.

9.4 Pre-Approval of Construction Activities

For Developer owned property, and in order to expedite development of the Project, City agrees to issue mass grading permits for Developer's installation of roadways, and for mass grading of specific sites outside of planned roadways, before final approval of a subdivision plat or construction plans for specific sites. A condition to City's issuance of such permits shall be Developer's written commitment to abide by applicable City and state regulations governing fugitive dust control, and submission of a storm water pollution prevention plan. Also, Developer acknowledges that installation of roadways before final approval of plans does not confer Developer with vested rights to any specific land use, except for the vested rights provided in this Agreement. For City owned property, City will determine whether to issue any mass grading permit, and the terms acceptable for the permit, in City's sole discretion.

9.5 Construction of East and West Access Roads

The parties acknowledge and agree that the PD-MU Zone Plan depicts and calls for two access roads: (a) one to connect to Indian Hills Drive (the "**West Access Road**"), and (b) one to connect to S. Black Ridge Drive (the "**East Access Road**"). In order to accommodate projected traffic loads, to, from, and within the Project, the PD-Zone Plan envisions that both the East Access Road and the West Access Road will be constructed. Developer shall be required to construct the West Access Road. City may construct the East Access Road, in a time frame acceptable to City in its discretion. When Developer constructs the West Access Road, Developer shall be responsible for design, engineering and construction costs.

For construction of the West Access Road, Developer shall also comply with City's requirements for bonding and warranty of public improvements as provided in City's ordinances including a 10% contingency. In order to satisfy the improvement warranty requirement, City agrees that Developer shall have option of either providing an improvement bond or a warranty cash escrow arrangement.

Design and engineering costs for the East Access Road shall be the responsibility of the City and shall be considered eligible facilities for reimbursement as per Section 8 of this Agreement. For construction of the East Access Road, City shall have the option, at its sole discretion, to construct this Project Improvement. If the City exercises the option, then Developer shall have no obligation to construct this Project Improvement and it shall not be available as an In-Kind Payment.

9.6 Reconfiguration of Tech Ridge Parkway

Developer shall be responsible for the engineering, design and construction costs to reconfigure Tech Ridge Parkway, including pedestrian and trail access, from its current connection at Bluff Street to a new connection at 100 South. The new road segment shall be completed within three (3) years of the construction start date of the East Access Road. For construction of the reconfigured Tech Ridge Parkway, Developer shall also comply with City's requirements for bonding and warranty of public improvements as provided in City's ordinances including a 10% contingency. Reconfiguration of Tech Ridge Parkway shall not be available as In-Kind Payment.

9.7 Agreement Contingent Upon Vehicular Access

City and Developer agree that this Agreement shall be contingent upon the perpetual and uninterrupted operation of the West Access Road, the East Access Road, and Tech Ridge Parkway, as such construction is set forth in Section 11. If any of these roadways are unable to convey vehicular traffic as contemplated herein, the rights associated with this Agreement shall be terminated until a viable alternative is constructed by developer. For purposes of this Agreement, Donlee Drive is not a viable alternative.

9.8 Buyer's Inspection and Due Diligence

Seller grants Buyer and its agents and contractors unrestricted access to enter upon the Property to conduct investigations, including without limitation, obtaining or performing surveys, engineering studies, geotechnical testing, environmental assessments and inspections, evaluating the situation regarding utilities, drainage, and access and performing such other investigations as Buyer may elect in its sole discretion. Buyer will indemnify Seller for any damage to the Property caused by or at the direction of Buyer, personal injury, property damage, or other claims caused by or resulting from Buyer's, or its representatives', agents', employees' or contractors', activities on the Property in connection with this Agreement. If Buyer's, or its representatives', agents', employee's, or contractor's activities on the Property damage any portion of the Property, Buyer will with all diligence restore the Property to substantially the same condition as existed prior to any such damage.

Any entry onto the Property by Buyer or its representatives, agents, employees or contractors, will be conducted in such a manner as to not unreasonably interfere with the use of the Property and, in any case, in compliance with applicable municipal, state and federal laws and regulations.

9.9 Title Matters

Within three business days of City's acceptance of Final Plat of takedown property, Seller shall order, at its cost, a preliminary title insurance commitment (the "**Commitment**") from Escrow Holder, showing the status of title of the takedown property, and showing (as of the date thereof) the liens, encumbrances, easements, restrictions, rights-of-way and other conditions affecting the takedown property, and committing to issue an owner's policy of title insurance in standard form to insure good and marketable title in fee simple to the takedown property, free and clear of any and all liens, mortgages, and monetary encumbrances, to Buyer, subject to exceptions for any of the following: (1) property taxes and assessments which are not shown as existing liens by the public records; (2) all covenants, conditions, restrictions, easements, rights-of-way and reservations of record; (3) the Development Agreement; (4) discrepancies, conflicts in boundary lines, shortage in area, encroachments, easements, rights-of-way, and any facts which a correct survey and inspection of the takedown property would disclose and which are not shown by the public records; and (5) a Federal Aviation Administration deed restriction barring the takedown property from being used as an airport or otherwise interfering with the new St. George airport on the Commitment (the "**Permitted Exceptions**"). Buyer shall also cause Escrow Holder to deliver to Buyer true, correct, and legible copies of any and all instruments referred to in the Commitment as constituting exceptions or restrictions upon the title of Seller.

Buyer shall have twenty (20) business days after the receipt of the Commitment to review the same and to deliver in writing to Seller (and Escrow Holder) such objections as Buyer may have to anything contained therein other than the Permitted Exceptions. Any matter disclosed in the Commitment that is not disapproved in writing within the above stated time frame will be deemed an "**Approved Exception**." If Buyer fails to timely make such notification, Buyer will be deemed to have waived its title objections and all items on the Commitment shall be an Approved Exception. If the title objections are made in writing within the time specified, Seller shall exercise all commercially reasonable best efforts to eliminate the matters covered by the title objections within thirty (30) business days after receiving Buyer's notification of the title objections.

Within five business days of Buyer's notice of any takedown of property, City shall order an update of the Commitment as to the land contained in such takedown of property. The parties shall have the same time frames stated in preceding paragraph to object to and eliminate title exceptions. If Seller is unable to eliminate the matters covered by the title objections within the time specified upon terms acceptable to Buyer, then the default provisions of 5.7 above apply.

Buyer acknowledges that the sale of the Property is subject to approval of the Federal Aviation Administration, which may reject or condition the terms of sale of the Property provided in this Agreement.

Buyer acknowledges that structures on portions of the Property are subject to existing leases to third parties, and upon Buyer's exercise of any Option to such Property, Buyer agrees to take titles subject to any such leases. Such leases shall be considered an Approved Exception.

10 GENERAL RIGHTS AND RESPONSIBILITIES OF CITY

10.1 Ordinances of General Applicability and Reserved Legislative Powers

Nothing in this Agreement shall limit the future exercise of 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, except to the extent specifically set forth in this Agreement. Developer acknowledges that City is restricted in its authority to limit its police power by contract, and the limitations, reservations and exceptions set forth herein are intended to reserve to City all of its police power that cannot be so limited. Notwithstanding the retained power of City to enact such legislation of the police powers, such legislation shall not modify Developer's vested rights as set forth herein unless facts and circumstances are present which require application of the exceptions to the vested rights doctrine as codified by Utah Code § 10-9a-509.

Except as specifically set forth herein, nothing in this Agreement shall relieve Developer from the obligation to comply with all applicable laws and requirements of City necessary for development of the Project, including the payment of all impact and other fees, bonding, warranties, and compliance with City Standard Specifications for Design and Construction. Nothing in this Agreement shall be deemed to relieve Developer of any time restrictions provided by law, including, but not limited to, the requirement that plats and planned development approvals expire in accordance with City's Land Use Ordinance.

Developer acknowledges it shall comply with City's Land Use Ordinance and City Standards and Specifications for Public Improvements in effect at the time each Land Use Application is made, except as otherwise provided in the PD-MU Zone Plan.

If there is a subsequent substantial change to the PD-MU Zone Plan, or the plan for a Development Parcel represents a substantial departure from the PD-MU Zone Plan, and that change causes a collateral impact on traffic loads, or load demands on onsite

utilities or other Project Improvements, City reserves the right to require that Developer comply with different standards and specifications than those provided in this Agreement.

10.2 Provision of System Improvements and Other Infrastructure

City agrees to provide all System Improvements to the Project at the point where Tech Ridge Drive intersects the North boundary of the Airport Land except as otherwise provided herein. Unless Developer elects to treat the design and construction costs of the West Access Road as in-kind payments of the Purchase Price under the Purchase Agreement, City agrees to pay for all utility lines and storm drain facilities within the East Access Road, beginning at its point of origin (at Indian Hills Drive for the West Access Road, and continuing to the point at which such road intersects the West boundary of the Airport Land.

All System Improvements shall be of adequate size/capacity to accommodate the Project's anticipated peak load demands as fully built out based on the current PD-MU Zone Plan and Max Residential Units and Commercial Uses. City also agrees to construct System Improvements of adequate size/capacity to accommodate the Project's anticipated peak load demands as improvements for each respective Development Parcel are completed. In the event the actual peak load demands for the Project exceed those anticipated because the PD-MU Zone Plan is amended and/or users of Development Parcels consume greater than anticipated loads, Developer shall be responsible to construct all additional needed System Improvements.

11 SPECIFIC RIGHTS AND RESPONSIBILITIES

11.1 Water Infrastructure

Developer and City agree that each will pay for and construct the following public water facilities for the Project:

a. Pump station on the Airport Land – constructed by City and paid for one-half each by Developer and City, with location to be mutually agreeable to City and Developer;

b. Pump station East side of the Airport Land – constructed by City and paid for 100% by City, with Developer dedicating approximately ¼ acre at location mutually agreeable to City and Developer (with location to tie into 20-inch line in Black Ridge Dr.);

c. Two-million-gallon water tank on Airport Land – constructed by City and paid for 100% by City, with Developer dedicating approximately the land at location mutually agreeable to City and Developer;

Developer shall grant to City such easements and rights of entry as may be necessary for City to construct and maintain the above facilities.

Within the perimeter of the Project, Developer shall be solely responsible to design, fund, and construct all pipelines for the distribution of culinary water in accordance with City's standards.

11.1.1 Water Availability Not Guaranteed

City and Developer understand and acknowledge that no quantity of water necessary to serve any portion of the Project is guaranteed or available for use within the Project until:

a. a Final Plat or Site Plan, or subsequent amendment thereto, is approved by the City;

b. all applicable impact fees have been paid by Developer; and

c. the Washington County Water Conservation District has issued a will-serve letter or equivalent acceptable to the City.

11.2 Transportation And Traffic Mitigation

Prior to the date of this Agreement, Developer submitted to City transportation management plans that address the proposed density and uses called for in the PD-MU Zone Plan. The transportation management plan discusses and plans for vehicular access and circulation patterns on Project streets. Those plans may be updated by Developer and submitted to City in the future as subdivision plats are submitted if the proposed density and intensity of uses called for in any such plat deviates substantially from the PD-MU Zone Plan, with an amendment to the PD-MU Zone Plan.

11.2.1 Developer Obligations

Developer shall provide the following transportation facilities and take the following traffic mitigation measures:

11.2.1.1 Road Improvements

Developer shall construct roadways within the Project in the general locations shown on the roadway plans set forth in the PD-MU Zone Plan. All public roadway

improvements within the Project shall be constructed in phases, in the sequence determined by Developer from time-to-time, and according to City Standard Specifications for Design and Construction. Roadways within the Project shall comply with City standards, except as otherwise provided by the PD-MU Zone Plan (which must at a minimum comply with AASHTO standards in effect at the time of construction). Developer shall also comply with City's requirements for bonding and warranty of public improvements as provided in City's Ordinance.

The parties acknowledge that each respective Development Parcel may not be contiguous to any other, and that a roadway will need to be constructed to connect such Development Parcels. Each section of roadway that connects Development Parcels is herein referred to as an "**Orphan Roadway Segment**." Each Orphan Roadway Segment may depart from City Standard Specifications for Design and Construction upon Developer's compliance with the following specifications:

a. A minimum of 25 feet of asphalt pavement is required down the center of the Orphan Road Segment where single-family Residential Uses abut both sides of the roadway;

b. A minimum of 32 feet of asphalt pavement is required down the center of the Orphan Road Segment multi-family Residential Uses and Commercial Uses abut either side of the roadway;

c. Each strip of asphalt pavement must conform to City Standard Specifications for Design and Construction; provided, however, that the foregoing shall not apply to any portion of the existing airport runway, apron or taxiway that in the future serves as an Orphan Roadway Segment;

d. A sidewalk or trail must be constructed to provide for pedestrian travel along any Orphan Roadway Segment;

e. Developer must address storm drainage needs along each Orphan Roadway Segment, whether through installation of curb and gutter or other means in the sole discretion of City; provided, however, that the foregoing shall not apply to any portion of the existing airport runway, apron or taxiway that in the future serves as an Orphan Roadway Segment;

f. "No Parking" signs must be installed along each Orphan Roadway Segment;

g. Fire hydrants may need to be installed in the discretion of City's fire code official;

h. Waterlines may need to be looped, in the discretion of City's water department;

i. Orphan Roadway Segments that have dead-end street distances of over 150 feed must be approved by City's fire code official, and provide an adequate fire apparatus turn around; and

j. No gates or barricades are permitted on Orphan Roadway Segments.

Otherwise, curb, gutter, sidewalk, street lighting, and any additional pavement can be delayed until the date a Development Parcel that touches an Orphan Roadway Segment is improved, or within ten (10) years of the date each Orphan Roadway Segment is constructed, whichever is earlier. The Orphan Roadway Segment must then be improved to comply fully with City Standard Specifications for Design and Construction. Nothing in this Agreement shall be interpreted to circumvent City Ordinances that require Development Parcels to have access to a public or private street, and access to City-approved services and utilities.

Finally, if any Orphan Road Segment crosses land owned by City (i.e., that has not yet been purchased by Developer under the Purchase Agreement), City shall permit Developer to construct roadway and utility improvements thereon, and Developer shall indemnify and hold City harmless against any judgment against City resulting from loss, damage, or liability to third parties that results from construction of City-owned Orphan Road Segments by Developer, its agents and contractors that do not fully conform to City Standard Specifications for Design and Construction. Subsequently, when a Development Parcel that touches an Orphan Roadway Segment is improved, Developer shall be required to purchase the land containing the adjacent Orphan Road Segment under the terms otherwise provided in the Purchase Agreement, and immediately dedicate that land back to City.

Notwithstanding the foregoing, the City in its sole discretion may require the completion or connection of Orphan Roadway Segment if it determines that the roadway is needed to accommodate traffic volumes or circulation.

11.2.1.2 Dedication of Roads

Except for roadways, driveways, alleys, loading zones, and parking areas specifically designated as private by Developer in each respective subdivision plat, following Developer's completion of the construction of any road improvements,

Developer shall dedicate such improvements and related easements to City. The width for such road improvements shall be determined by the PD-MU Zone Plan, and conflicting standards set forth in City's PD Zone Ordinance are overridden by the PD-MU Zone Plan. Otherwise, roadways shall be constructed in accordance with St. George Standard Specifications for Design and Construction applicable at the time of construction.

11.2.1.3 Roadway Configuration

No roadway shall be configured so as to leave a non-developable remnant parcel or a parcel that is landlocked in that the remnant does not have adequate frontage onto a public roadway, unless the remnant parcel is designated as a park or trail under a plat or the PD-MU Zone Plan. All parks shall have access to a public roadway. Any remaining non-developable, landlocked, or remnant parcels shall be dedicated to the City.

11.2.1.4 Streetscapes – Construction and Maintenance

Developer shall be responsible for the construction of all "streetscapes" within the Project. For this purpose the term "**Streetscapes**" shall mean all center medians within roadways, parkstrips between roadways and sidewalks, and all other areas that are dedicated to the City that are located between roadways and the front lot line of adjacent private Lots. Streetscapes are not Park Improvements which are maintained by the City. In reference to the streetscapes, Developer shall have the responsibility to construct or install all applicable landscaping, sidewalk and other hardscape, street furniture, trash receptacles, directional signs, street lighting, and irrigation facilities. The nature and extent of those streetscape improvements shall be determined at the time each subdivision plat is applied for, based on the applicable requirements provided in the PD-MU Zone Plan and City's Ordinances. The east and west park connectors shall be installed and maintained by Developer; City shall maintain the trail portions of those east/west park connectors that are part of the multi-use trail system.

Developer shall be responsible to maintain all streetscape improvements and pay for all water usage associated with irrigation of the landscaping portion of the streetscape improvements. Developer's maintenance of center medians within roadways shall be governed by a separate landscape maintenance agreement under terms acceptable to City to be entered into between City and Developer. In maintaining streetscape improvements Developer may delegate its responsibility to an owner's association or other mechanism under the CC&Rs, or may contract such maintenance to outside service providers, then assess the individual owners of Lots within the Project for reimbursement of such maintenance costs. The maintenance of such streetscape improvements shall be in compliance with applicable City Ordinances.

Use of portions of the streetscapes may be allowed by adjacent private landowners (such as for sidewalk dining, etc.) within the Project in City's discretion, as provided in and subject to the requirements of applicable City Ordinances and the PD-MU Zone Plan, and upon execution of a separate agreement under terms acceptable to City to be entered into between City and user.

11.2.2 City Obligations

11.2.2.1 Street Rights-of-Way

City shall cooperate with Developer to obtain all necessary rights-of-way for ingress and egress and connectivity upon property located outside of the Property.

11.2.2.2 Street Design and Streetscape

City accepts and adopts the street design cross sections depicted in the PD-MU Zone Plan as approved street cross sections for the Project.

11.2.2.3 Streetscapes – Maintenance

Developer shall construct and maintain the streetscape improvements as described in Section 11.2.1.4 above.

11.3 Hillside Areas

City agrees that the hillside areas of the Project, and Adjacent Land owned by City or Developer that is adjacent to the Project, may be improved and used by Developer as specifically approved by City, including review and approval by the hillside review board. Developer may request that City approve stairways, trails, as provided herein. Such uses shall be subject to City's Ordinances, this Agreement, and the PD-MU Zone Plan. Notwithstanding the foregoing, City shall allow Developer to deviate from the setback requirements stated in the hillside overlay section of the Ordinance for overlooks and monuments, as described in the PD-MU Zone Plan.

11.4 Electrical Power

11.4.1 Developer Obligations

The Project is located within the service boundaries of St. George Energy Services Department. Developer will hire an approved electrical contractor to build the Project's electrical system to St. George City specifications. Developer shall be required

to dedicate to City easements outside of the otherwise dedicated roadways as may be required for power lines and electrical equipment. All installed electrical equipment shall be accessible for repair and maintenance purposes, and underground facilities shall meet the applicable City Standard Specifications for Design and Construction. For buildings containing little or no front yard setback, Developer shall be permitted to locate electrical facilities at the sides or rear of the building. Once the electrical system for each Development Parcel is constructed, inspected, approved, warranted and energized, St. George City Power will accept and operate that portion of the electrical system. Final acceptance of the improvements shall occur at the end of the warranty period.

11.4.2 City Obligations

City previously constructed the electrical distribution system from the Indian Hills substation to the Airport Land and along the west ridgeline thereof to provide electrical service to the Project. Developer shall be responsible to construct and pay for all primary power distribution lines to all Development Parcels within the Project. Thereafter, and upon compliance with City Ordinances, City shall maintain all dedicated electrical system components within the Project in accordance with the standards established for the power system.

11.5 Storm Drainage

11.5.1 Developer's Obligations

Developer shall design a storm drainage plan for the Project in compliance with City Standard Specifications for Design and Construction. Upon City approval of that plan, Developer shall fund and construct the storm drain facilities for each respective phase of the Project's development as part of the Project Improvements. Developer may construct onsite storm drain detention basins within the Project that are adjacent to parks and serve as open space, but they do not count toward the required 60 acres of Park Improvements. Detention basins within the Project must be constructed in a manner as to not degrade surrounding slopes, soil conditions or landslide areas.

11.5.2 City Obligations

Upon Developer's dedication to City of streets, easements, and storm drain facilities within the public streets and other public property within the Project, City shall operate and maintain all storm drain facilities within the Project.

11.6 Sanitary Sewer

The Parties acknowledge that the Project is located within the service area of City's wastewater treatment department. Developer understands and agrees that all sewer system improvements, including sewer lines, manholes, pumps and other related facilities within the Project shall be constructed and installed and paid for by Developer in accordance with all standards and specifications of that department as part of the Project Improvements. Developer shall have no responsibility to construct or improve any sanitary sewer facilities lying outside the Project boundaries, unless needed to service Max Residential Units and buildout of the Commercial Uses as part of the Project Improvements.

11.7 Street Lighting

The parties acknowledge and agree that protection from light pollution is a priority for the Project. Accordingly, the Parties specifically agree that City shall permit Developer to depart from City's existing street lighting standards by adopting the lighting standards for the Project as provided in the PD-MU Zone Plan. Notwithstanding the foregoing, if any Project lighting deviates from City's standard street lighting parts and bulbs, Developer (or the owner's association or a mechanism created under the CC&Rs) shall be responsible to maintain those non-standard lighting fixtures and bulbs.

11.8 Miscellaneous Utilities

City shall allow for the provision of voice and data transmission facilities to the perimeter of the Project by public utilities and private utility service providers, on the condition that such providers comply with all applicable City Ordinances. Such providers must either obtain easements to construct their facilities within privately-owned land within the Project, or enter into a franchise agreement with City to construct their facilities within City-owned land and roadways within the Project. Developer shall provide, and or dedicate to City or reserve to itself, as applicable, all easements, rights of way, right of entry, or other servitudes as may be necessary for the installation and maintenance of the voice and data facilities within the Project. City agrees to dedicate easements for Project Improvements on portions of the Property owned by City as may be necessary to connect, link, construct or accommodate such voice and data within the Property, provided that Developer shall have the authority to propose the route for such improvements, and City retains discretion to approve or modify the proposed routes. Developer may install U.S. Mail and private delivery boxes and stations within any Development Parcel, and upon approval of City, within public parkstrips and sidewalks within the Project.

12 EXACTIONS

Subject to the obligations of Developer set forth herein, no exactions shall be required of Developer by City, except as permitted in this Agreement, the PD-MU Zone Plan, and as provided in Utah Code § 10-9a-508, satisfying the requirements of state and federal law as applicable.

13 GENERAL TERMS AND CONDITIONS

13.1 Term of Agreement

The purpose of this Agreement is to ensure development of the Project as provided in this Agreement. Accordingly, unless sooner terminated as provided herein, the term of this Agreement shall: (i) commence on the date this Agreement has been executed by each of the Parties; and (ii) expire on the date that is ten (10) years after the expiration of the Option Term defined in the Purchase Agreement (which is Jan. 31, 2038) plus any amendments and extensions thereof. Notwithstanding the foregoing, no CRA, SSD, PID, URPA, CDPA, or Agency, and no rights granted by any of them, may endure beyond the term stated in the applicable governing documents for those agencies.

13.2 Successors and Assigns

This Agreement shall be binding upon City and Developer and their heirs, successors, transferees or assigns in the ownership or development of any portion of the Project. Nothing in this Agreement shall prohibit Developer from selling or conveying individual Development Parcels of the Property to builders, users, or developers; provided, however, that the lands so sold and conveyed shall continue to be subject to this Agreement, shall bear the same rights, privileges, uses, configurations, and densities as applicable to such Development Parcels under this Agreement, and shall be subject to the same limitations and rights of City as set forth in this Agreement. Notwithstanding the foregoing, nothing herein shall entitle subsequent owners of Development Parcels to any assumed or proportionate share of the Max Residential Units, Commercial Uses, reimbursement rights, or other substantive development rights provided to Developer under this Agreement, such matters being strictly governed by the private agreements between Developer and buyers, users, and occupants of the Development Parcels. In the event Developer assigns to Sub-Developers any share of the Max Residential Units, Commercial Uses, reimbursement rights, or other substantive development rights provided to Developer under this Agreement, Developer shall provide City a copy of that assignment document and exercise good faith efforts to assist City in tracking the allocation and consumption of the retained and assigned rights and obligations.

This Agreement is binding upon and inures to the benefit of City and Developer, and neither City nor Developer shall assign or transfer any rights or delegate any duties hereunder without the prior written consent of both City and Developer. Any such attempted assignment, transfer, or delegation is void.

13.3 Collateral for Project Financing

Nothing in this Agreement shall be construed to prohibit the Developer or its sub-developers from granting security interests (including deeds of trust) encumbering their property for financing the development and construction of Project Improvements, other land improvements, or structures within the Project.

13.4 Non-Waiver

Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

13.5 Agreement to Run with the Land

Within 10 days of the date of execution of this Agreement, Developer shall, at its expense, record said Agreement in the office of the Washington County Recorder, and upon such recording shall be deemed to run with the land and shall be binding on all of Developer's successors, transferees or assigns of any portion of the Project.

13.6 Survival

The Parties agree that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement should become inconsistent with state or federal law as such may be amended from time to time, or should be declared invalid by a court of competent jurisdiction, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, and the balance of this Agreement shall remain in full force and effect.

13.7 Relationship of Parties and No Third-Party Rights

This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties hereto; nor does this Agreement create any benefits in or confer any rights upon any third parties.

13.8 Integration

This Agreement and the Purchase Agreement contain the entire Agreement between the Parties with respect to the subject matter thereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature. This Agreement may be modified only by a subsequent writing duly executed and approved by the Parties hereto.

13.9 Applicable Law

This Agreement is entered into under and is to be construed in accordance with the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

13.10 Time of the Essence

Time is expressly declared to be of the essence with regard to this Agreement. Unless otherwise explicitly stated in this Agreement: (i) performance under each paragraph of this Agreement which references a date shall absolutely be required by 5:00 p.m. Mountain Time on the stated date; and (ii) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement. If the deadline date for a required act pursuant to this Agreement falls on a Saturday, Sunday, or Federal bank holiday, the deadline date for the required act shall be next succeeding business day.

13.11 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument, so the signatures of all parties may be physically attached to a single document.

13.12 Headings

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions thereof.

13.13 Further Assurance

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. By executing this Agreement, the parties hereto expressly agree to continue to operate in good faith to effectuate its purpose, by giving all consents, executing all documents and providing input and assurances within a reasonable time period after said actions are requested of any party.

13.14 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.

13.15 No Waiver of Governmental Immunity

Nothing in this Agreement is intended to, or shall be deemed to, waive City's governmental immunity.

13.16 Enforcement of City Ordinances and Regulations

The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or Ordinances of City, City may take such enforcement actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

13.17 Amendment of Agreement

This Agreement shall not be modified or amended, including the addition to or subtraction of land to be subject to this Agreement, 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 St. George City Council taken with the same formality as the vote approving this Agreement.

13.18 Default and Remedies

Failure of a party to perform any of the Party's obligations under this Agreement within a thirty (30) 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 thirty (30) 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 thirty (30) day period and thereafter diligently proceeds to complete the cure, but in no case shall the cure period exceed 120 days from the date of notice. Such notice shall specify the nature of the alleged Default and the manner in which such Default may be satisfactorily cured, if possible. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

In the event of an uncured Default, the parties shall then pursue the dispute resolution procedures provided in Section 14. If those procedures do not result in a satisfactory resolution of the matter, then the matter shall be resolved in a judicial proceeding under this paragraph, or under the termination procedures of the following paragraph. The non-defaulting party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and/or injunctive relief. All rights and remedies under this Agreement, and/or statute or common law shall be deemed cumulative, and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

If City elects to consider terminating this Agreement due to a Default by Developer, then City shall give to Developer written notice of City's intent to terminate this Agreement.

13.19 Specific Acts of Default

The parties hereto agree that any of the following occurrences, acts, or failure to act shall constitute a Default by Developer, for which City may elect to terminate the Agreement in accordance with Section 13.18 above: Developer's failure, without good cause as determined in good faith by City, to complete the minimum quantity of development within each time period reflected in Section 6.7. Notwithstanding the foregoing, each such time period shall be extended by the time during which any delay or stoppage of construction due to strikes, walkouts, labor disputes, acts of God, adverse weather conditions, governmental restrictions, governmental controls or interference, national economic recessions, or other causes beyond Developer's reasonable control. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

13.20 Court Costs and Attorney's Fees

In the event of any legal action or defense between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled to recover their costs and reasonable

attorney's fees, in addition to the remedies and damages, if any, awarded in such proceeding.

13.21 Authority

13.21.1 Developer

Developer hereby represents and warrants to City as follows: (a) it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Utah; (b) each has the power and all necessary authorizations to own their properties and assets, and to entered into this Agreement; (c) the person executing this Agreement on behalf of each is duly authorized to do so; and (d) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against each in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors rights generally.

13.21.2 City

City hereby represents and warrants that: (a) City is a Utah municipal corporation duly organized under the laws of the State of Utah; (b) City has the power and all necessary authorizations pursuant to enabling legislation, LUDMA and City's Land Use Ordinances to enter into and be bound by this Agreement; (c) the person executing this Agreement on behalf of City is duly authorized to do so; and (d) this Agreement constitutes the legal, valid and binding obligation of City, enforceable against each in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and equitable principles relating to or limiting creditors rights generally.

13.22 Notices

Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall be delivered personally, by certified mail, or express courier delivery to the Parties at the following addresses:

If to Developer:

Tech Ridge, L.L.C.
c/o Tech Ridge Management, LLC
Attn: Isaac B. Barlow
475 S. Donlee Drive, Suite 100
St. George, Utah 84770
(435) 691-3520
Isaac@TechRidge.com

Matthew V. Hess
Blackburn & Stoll LC
257 East 200 South, Suite 800
Salt Lake City, Utah 84111
(801) 521-7900
MHess@Blackburn-Stoll.com

If to City: St. George City
Attn: City Manager
175 East 200 North
St. George, Utah 84770

A party may change its address by giving written notice to the other Party in accordance with this provision.

13.23 Construction

This Agreement has been reviewed and revised by legal counsel for each of the parties, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

13.24 Force Majeure

Either party shall be excused for the period of any delay in the performance of any obligations under this Agreement when prevented from doing so by causes beyond its control, including civil commotion, government regulations, fire or other casualty, weather, or acts of God. Additionally, all deadlines and time periods for Developer's performance shall be tolled during any economic recession, which is defined to mean two quarters of a contraction in the U.S. gross domestic product for two consecutive quarters as determined by the Bureau of Economic Analysis of the U.S. Department of Commerce.

13.25 Brokers

Each party represents and warrants that it has not engaged any real estate broker with respect to the transaction contemplated by this Agreement, and neither party shall be liable for any broker's commission or finder's fee.

13.26 Risk of Loss

Except as otherwise provided in this Agreement, the risk of loss or damage to the Property and all liability to third persons until the Closing shall be borne by Seller. After

each applicable Closing, the risk of loss or damage and all liability to third persons shall be borne by Buyer as to the purchased portion of the Property.

14 DISPUTE RESOLUTION

14.1 Agreement to Avoid Litigation

The parties agree to encourage the amicable resolution of disputes involving this Agreement without the emotional and financial costs of litigation. Accordingly, each party covenants and agrees that all claims, grievances or disputes described in Sections 14.2 ("**Claims**") shall be resolved using the procedures set forth in Section 14.3 in lieu of filing suit in any court.

14.2 Claims

Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Agreement, or the rights, obligations and duties of any party hereunder shall be subject to the provisions of Section 14.3.

14.3 Mandatory Procedures

14.3.1 Notice

Any party having a Claim ("**Claimant**") against any other Party ("**Respondent**") shall notify each Respondent in writing (the "**Notice**"), stating plainly and concisely: (a) The nature of the Claim, including the Persons involved and Respondent's role in the Claim; (b) The legal basis of the Claim (i.e., the authority out of which the Claim arises); (c) Claimant's proposed remedy; and (d) That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

14.3.2 Negotiation and Mediation

14.3.2.1

The parties shall meet in person at least two times within thirty (30) days and confer for the purpose of resolving the Claim by good faith negotiation.

14.3.2.2

If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the parties) ("**Termination of Negotiations**"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent agency or person providing dispute resolution services in Utah.

14.3.2.3

If Claimant does not submit the claim to mediation within thirty (30) days after termination of negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the claim, and respondent shall have been released and discharged from any and all liability to Claimant on account of such claim; provided nothing herein shall release or discharge respondent from any liability to any person other than the Claimant.

14.3.2.4

Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("**Termination of Mediation**"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

14.3.2.5

Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("**Settlement Demand**") to the Respondent and the Respondent shall make a final written settlement offer ("**Settlement Offer**") to the Claimant. If the Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If the Respondent fails to make a Settlement Offer, Respondent shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

14.3.3 Arbitration

14.3.3.1

If the parties do not agree in writing to a settlement of the claim within fifteen (15) days of the termination of mediation, the Claimant shall have fifteen (15) additional days to submit the claim to arbitration before a single arbitrator in accordance with the rules of JAMS or National Arbitration Forum. If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the claim shall be deemed abandoned, the respondent shall be released and discharged from any and all liability to Claimant arising out of such claim; provided, nothing herein shall release or discharge respondent from any liability to persons other than Claimant.

14.3.3.2

This Subsection is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Utah. The arbitration award (the "**Award**") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Utah.

14.4 Allocation of Costs of Resolving Claims

14.4.1

Subject to 14.4.2, each party shall bear its own costs, including any attorneys' fees incurred, and each Party shall share equally all charges rendered by the mediator, the arbitrator and all filing fees and costs of conducting the arbitration proceeding ("**Post Mediation Costs**").

14.4.2

Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand shall add Claimant's Post Mediation Costs to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer shall award to such Respondent its Post Mediation Costs.

14.5 Enforcement of Resolution

After resolution of any Claim, if any party fails to abide by the terms of any agreement or binding Award, then any other party may file suit to enforce such agreement or Award without the need to again comply with the procedures set forth in

Section 14.3. In such event, the party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

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

DEVELOPER:

Tech Ridge, L.L.C.
a Utah limited liability company

By its Manager:
Tech Ridge Management, LLC

By: _____
Isaac B. Barlow, Manager

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On _____ ____, 2021 Isaac B. Barlow personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that he executed the same, in his capacity as Manager of Tech Ridge Management, LLC, in its capacity as Manager of Tech Ridge, L.L.C.

_____
Notary Public

CITY:

St. George City

_____

Michele Randall, Mayor

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On _____ ____, 2021, Michele Randall personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledge that she executed the same, in her capacity as Mayor of the St. George City, a municipal and political subdivision of the State of Utah.

_____

Notary Public

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of the Property and Project Land and Map
Exhibit “B”	Map Depicting the Project Land and its Constituent Parts
Exhibit “C”	Map Depicting the Approximate Location of the Rim Trail
Exhibit “D”	PD-MU Zone Plan
Exhibit “E”	Schedule of Project Improvements of In-Kind Payment of Purchase Price

EXHIBIT "A"
Legal Description

Tech Ridge Project/Zone Plan Boundary Legal Description 180.69 Acres Alliance Consulting 6/22/2021

Beginning at a point which is North 00°45'13" East 1210.60 feet along the Center section line of Section 25 from the South ¼ corner of Section 25, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence along said Center section line North 00°45'13" East 1376.81 feet; thence North 83°23'03" West 242.50 feet;
thence South 84°30'10" West 63.58 feet;
thence North 63°56'22" West 144.49 feet;
thence South 73°33'20" West 42.96 feet;
thence North 57°35'27" West 72.10 feet;
thence North 02°02'09" East 33.93 feet;
thence North 22°31'13" East 200.31 feet;
thence North 07°32'15" West 98.71 feet;
thence North 15°35'48" West 193.68 feet;
thence North 03°42'51" West 154.08 feet;
thence North 86°15'23" East 88.33 feet;
thence South 27°41'33" East 218.82 feet;
thence South 00°54'44" West 28.86 feet to a point on the arc of a non-tangent curve to the left having a radius of 425.00 feet; thence Southeasterly 430.91 feet along the arc of said curve through a central angle of 58°05'34", the radial direction bears North 58°51'30" East, to a point of non-tangency;
thence South 89°14'03" East 23.85 feet;
thence South 09°00'49" West 269.67 feet;
thence South 88°37'59" East 156.01 feet;
thence North 08°54'58" East 159.23 feet;
thence South 89°15'46" East 108.44 feet;
thence South 00°44'14" West 8.00 feet;
thence South 89°15'46" East 182.84 feet;
thence South 19°45'02" East 164.07 feet;
thence South 88°37'59" East 137.50 feet;
thence South 12°42'53" East 219.36 feet;
thence South 35°07'46" East 268.20 feet;
thence South 08°16'50" East 179.34 feet;
thence South 21°50'52" East 199.77 feet;
thence South 06°43'39" West 74.48 feet;
thence South 32°11'49" East 175.32 feet to a point on the arc of a non-tangent curve to the left having a radius of 700.00 feet; thence Southeasterly 112.51 feet along the arc of said curve through a central angle of 09°12'31", the radial direction bears North 48°42'14" East, to a point of non-tangency; thence South 50°30'18" East 159.54 feet to the point of curvature of a curve to the right having a radius of 500.00 feet; thence Southeasterly 345.97 feet along the arc of said curve through a central angle of 39°38'43" to a point of non-tangency;

thence South 10°51’35” East 149.60 feet to the point of curvature of a curve to the right having a radius of 1020.00 feet; thence Southeasterly 35.55 feet along the arc of said curve through a central angle of 01°59’49” to a point of non-tangency;
thence North 80°29’18”East 155.69 feet;
thence North 03°41’13” West 170.88 feet;
thence North 40°54’26” West 137.48 feet;
thence North 01°19’34” East 18.99 feet;
thence South 88°41’45” East 127.03 feet;
thence South 00°41’09” West 1331.96 feet to a point on the South section line of said Section 25; thence along said South section line North 88°45’38” West 97.06 feet;
thence South 00°00’04” West 13.33 feet;
thence South 58°45’56” East 71.90 feet;
thence South 30°10’40” East 43.12 feet;
thence South 81°37’45” East 27.22 feet;
thence South 33°49’05” East 43.61 feet;
thence South 17°31’24” East 93.46 feet;
thence South 03°53’11” East 117.31 feet;
thence South 33°45’55” West 91.82 feet;
thence North 89°28’11” West 174.53 feet;
thence South 32°35’31” West 102.88 feet;
thence South 43°05’16” West 366.36 feet to the point of curvature of a curve to the left having a radius of 379.76 feet; thence Southwesterly 261.97 feet along the arc of said curve through a central angle of 39°31’28” to a point of compound curvature of a curve to the left having a radius of 2363.47 feet; thence Southwesterly 213.94 feet along the arc of said curve through a central angle of 05°11’11” to a point of compound curvature of a curve to the left having a radius of 290.00 feet; thence Southeasterly 222.23 feet along the arc of said curve through a central angle of 43°54’23” to a point on the arc of a non-tangent curve to the right having a radius of 483.39 feet; thence Southeasterly 147.01 feet along the arc of said curve through a central angle of 17°25’30”, the radial direction bears South 44°28’14” West, to a point of non-tangency;
thence South 89°28’11” East 42.68 feet;
thence South 00°37’38” West 3806.47 feet to a point on the South section line of Section 36 of said Township and Range;
thence along said South section line North 89°31’21” West 171.98 feet;
thence South 01°23’04” West 367.56 feet;
thence South 73°28’50” West 53.72 feet;
thence North 87°28’38” West 73.23 feet;
thence South 76°28’23” West 79.45 feet;
thence North 87°00’10” West 83.11 feet;
thence North 68°24’45” West 85.63 feet;
thence North 47°14’46” West 106.21 feet;
thence North 34°55’27” West 172.90 feet;
thence North 00°24’46” East 332.80 feet;
thence North 29°50’04” West 236.18 feet;
thence North 10°19’36” West 100.18 feet;
thence North 03°39’37” East 99.61 feet;

thence North 11°24’38” West 234.27 feet;
thence North 02°11’50” East 233.39 feet;
thence North 06°18’25” East 314.35 feet;
thence North 03°25’52” West 161.76 feet;
thence North 05°58’20” West 200.74 feet;
thence North 17°36’31” West 152.70 feet;
thence North 02°59’26” West 109.87 feet;
thence North 13°21’41” East 206.91 feet;
thence North 02°31’04” East 144.38 feet;
thence North 19°17’36” West 148.62 feet;
thence North 18°08’57” West 156.00 feet;
thence North 10°28’11” West 227.48 feet;
thence North 28°44’26” West 209.62 feet;
thence North 42°25’49” West 258.87 feet;
thence North 39°06’21” West 267.08 feet;
thence North 17°32’32” East 153.50 feet;
thence North 55°06’17” East 155.26 feet;
thence North 42°09’57” East 84.05 feet;
thence North 57°11’01” East 141.19 feet;
thence North 02°19’04” West 100.15 feet;
thence North 25°33’05” West 159.64 feet;
thence North 16°14’14” East 232.16 feet;
thence North 16°19’51” West 197.21 feet;
thence North 09°42’58” West 145.62 feet;
thence North 21°59’03” West 197.34 feet;
thence North 00°31’19” East 221.86 feet;
thence North 58°35’41” East 315.86 feet;
thence North 13°05’01” East 414.00 feet;
thence North 34°06’31” East 137.81 feet;
thence North 11°04’48” West 241.48 feet;
thence North 08°43’53” East 215.74 feet;
thence North 01°04’21” West 248.71 feet;
thence North 45°23’59” West 162.32 feet;
thence North 80°58’04” West 173.09 feet; thence North 62°54’45” West 129.26 feet to the point of beginning.

Contains 210.08 acres.

TOGETHER WITH: Beginning at a point which is South 88°42'05” East 432.85 feet along the North section line from the Northwest corner of Section 36, Township 42 South, Range 16 West of the Salt Lake Base and Meridian said point also being a point on the Northerly boundary line of the St. George City property recorded as Document No. 00454806 in the office of the Washington County Recorder in said County in the State of Utah and running thence along said North section line South 88°42'05” East 202.11 feet to a point on the Northerly boundary of said St. George City property; thence

along said Northerly boundary of said St. George City property through the following six (6) courses: South 25°19'09" West 143.14 feet;
thence South 12°23'19" West 58.31 feet;
thence South 78°12'39" West 35.63 feet;
thence North 61°55'35" West 39.45 feet;
thence North 35°26'33" West 68.87 feet;
thence North 08°36'49" West 124.94 feet to the point of beginning.

Contains 0.61 acres

LESS AND EXCEPTING therefrom the Dixie Applied Technology College property being more particularly described as follows:

Beginning at point which is South 88°45'38" East 707.14 along the South section line and South 00°00'00" East 501.90 feet from the South 1/4 corner of Section 25, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence North 01°21'09" East 1657.76 feet;
thence South 88°38'51" East 18.00 feet;
thence North 01°21'09" East 225.00 feet to a point on the Southerly Right of Way of Knowledge Way; thence along said Southerly Right of Way through the following four (4) courses:
South 88°38'43" East 444.28 feet to the point of curvature of a curve to the right having a radius of 50.00 feet; thence Southeasterly 35.23 feet along the arc of said curve through a central angle 40°22'14" to the point of reverse curvature of a curve to the left having a radius of 55.00 feet; thence Southeasterly 47.26 feet along the arc of said curve through a central angle of 49°13'58" to the point of reverse curvature of a curve to the right having a radius of 50.00 feet; thence Southeasterly 56.53 feet along the arc of said curve through a central angle of 64°46'43" to a point on the Westerly Right of Way of Tech Ridge Drive said point also being the point of compound curvature of a curve to the right having a radius of 440.00 feet; thence along said Westerly Right of way through the following eleven (11) courses: Southeasterly 168.03 feet along the arc of said curve through a central angle of 21°52'50" to the point of tangency; thence South 10°51'35" East 149.60 feet to the point of curvature of a curve to the right having a radius of 960.00 feet; thence Southeasterly 216.03 feet along the arc of said curve through a central angle of 12°53'36" to the point of tangency; thence South 02°02'01" West 407.09 feet to the point of curvature of a curve to the left having a radius of 1540.00 feet; thence Southeasterly 179.97 feet along the arc of said curve through a central angle of 06°41'45" to the point of tangency;
thence South 04°39'44" East 48.64 feet to the point of curvature of a curve to the left having a radius of 1040.00 feet; thence Southeasterly 191.94 feet along the arc of said curve through a central angle of 10°34'28" to the point of reverse curvature of a curve to the right having a radius of 240.00 feet; thence Southwesterly 136.81 feet along the arc of said curve through a central angle of 32°39'40" to the point of tangency;
thence South 17°25'31" West 336.94 feet;
thence South 43°30'21" West 51.88 feet;
thence North 88°52'31" West 625.51 feet to the point of beginning.

Contains 30.00 acres.

Tech Ridge
Project/Zone Plan Boundary

210.08
.61
(30.00)
180.69 total acres

EXHIBIT "A"
Map

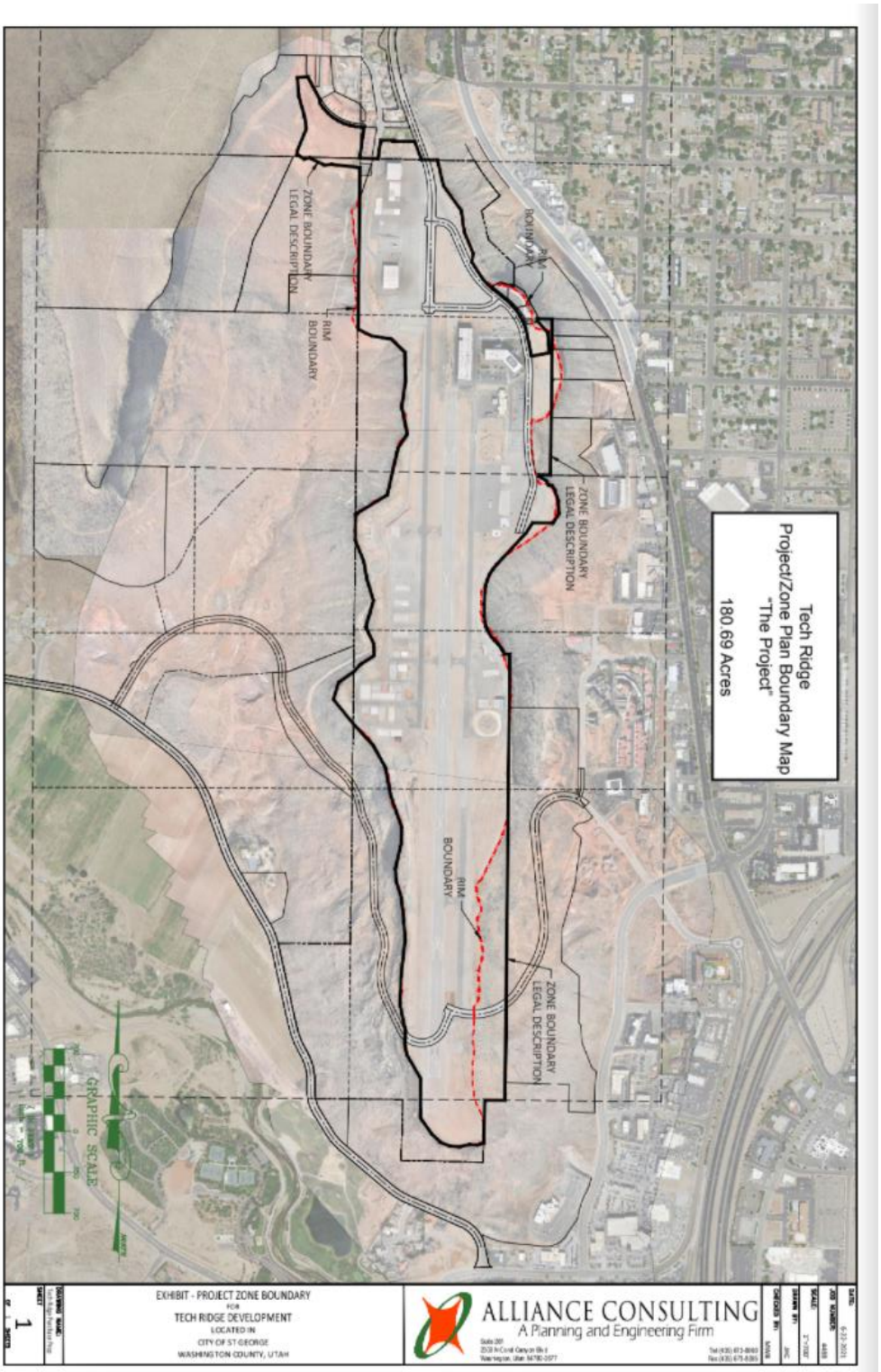


EXHIBIT "B"
Map Depicting the Project Land and its Constituent Parts

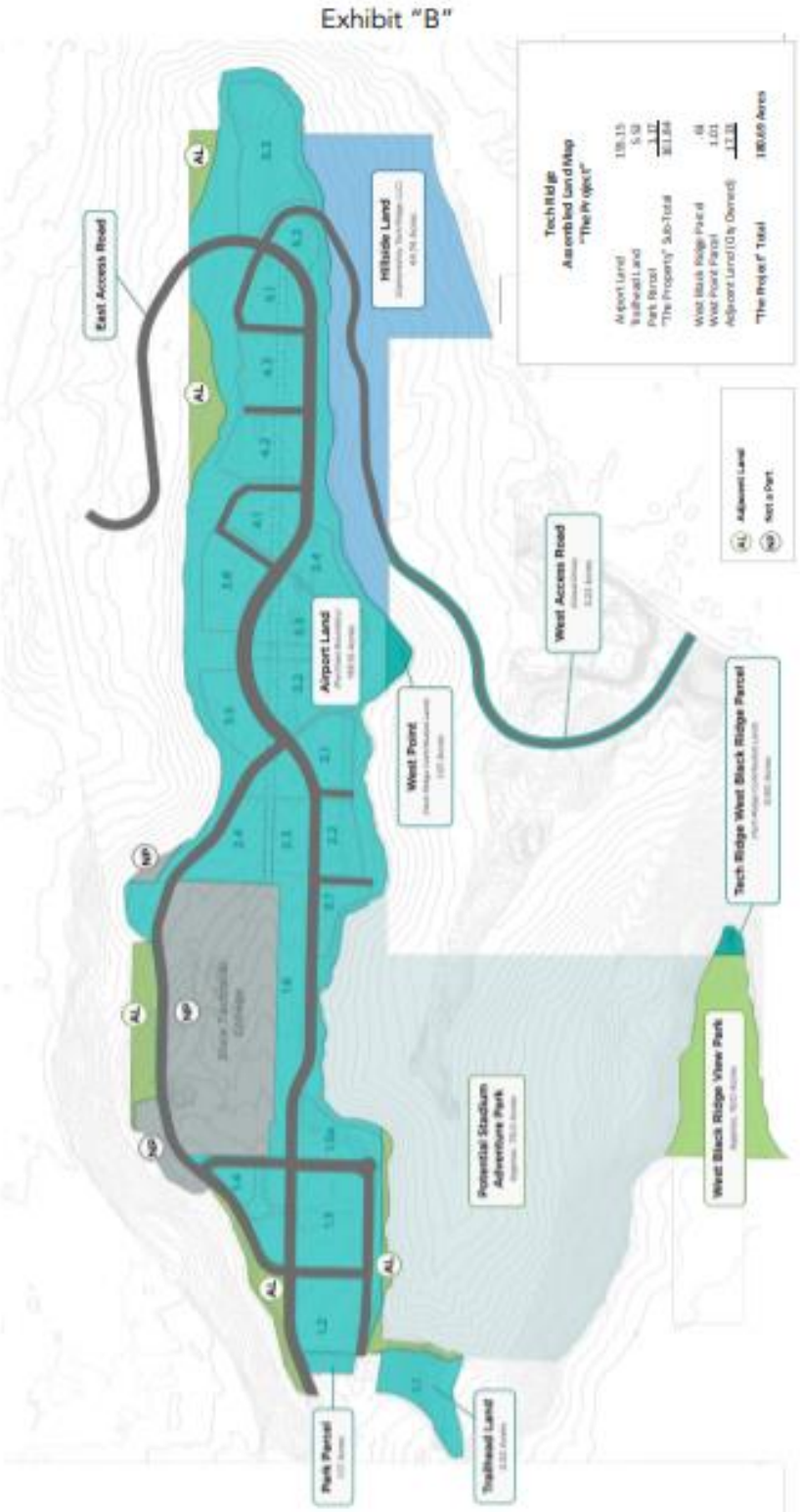


EXHIBIT "C"
Map Depicting the Approximate Location of the Rim Trail

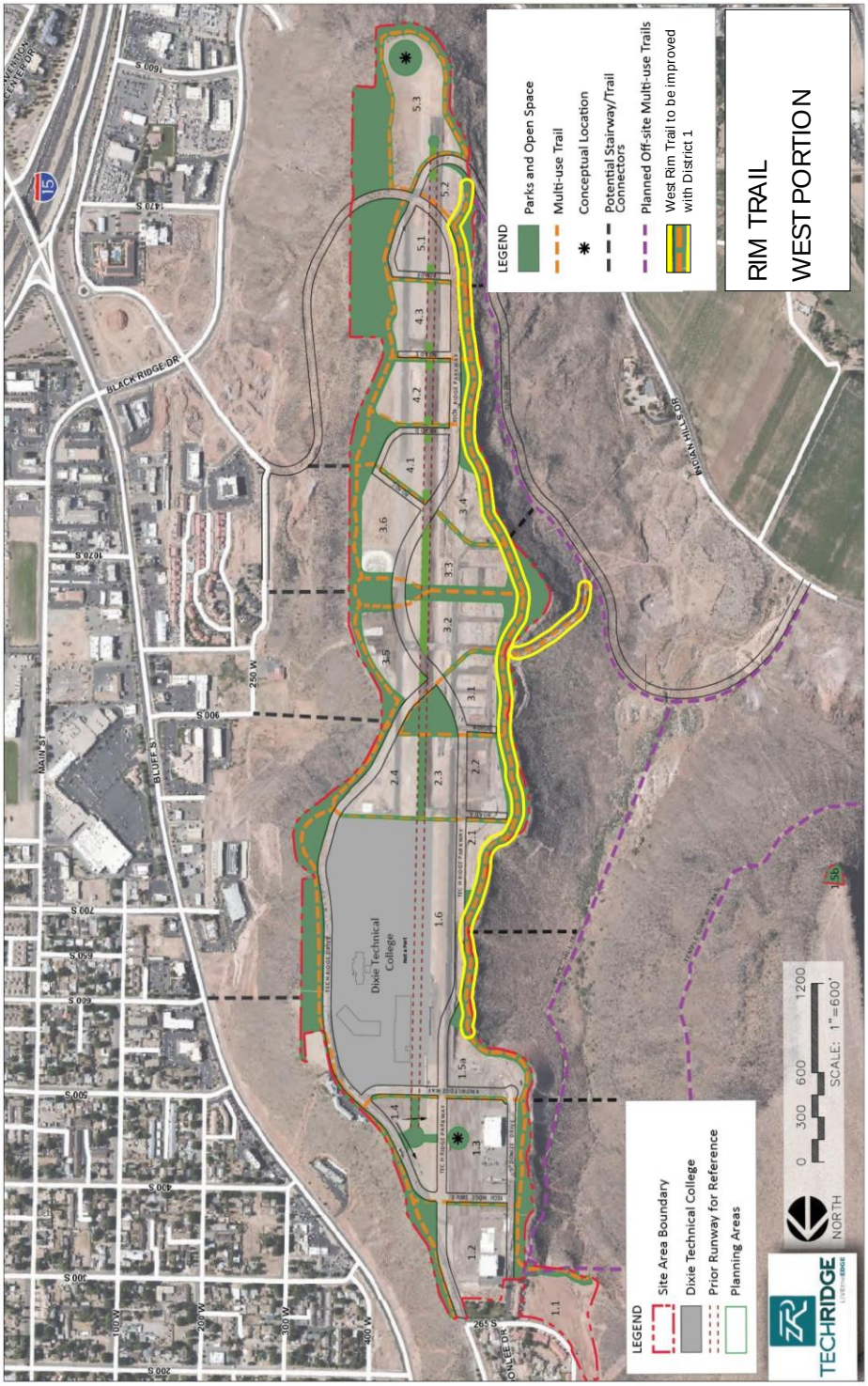


EXHIBIT "D"

Tech Ridge PD-MU Zone Plan

As approved by the St. George City Council on _____.

PLANNED DEVELOPMENT ZONE PLAN

12 | 03 | 21



St.George

TECHRIDGE

TECHRIDGE

PLANNED DEVELOPMENT

ZONE PLAN

St. George, Utah

Project Team:

Applicant .....Tech Ridge

Planning and Landscape Architecture .....MGB+A

Master Architecture .....Arch | Nexus

Transportation Engineering ..... Fehr & Peers

Civil Engineering..... Alliance Consulting

Conceptual Planning Design .....AECOM

Architecture ..... inForm Architecture

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CHAPTER 1
INTRODUCTION

1.1 Overall Vision for the Tech Ridge Planned Development Zone Plan

St. George is a vibrant community built on grit and innovation, where people from all walks of life want to live and visit. The vision of Tech Ridge is to build on this foundation by elevating the way people experience life here. At Tech Ridge, people will live and work together, share ideas, and seek adventure in a place designed to enhance human living, in a setting unlike any other.

As a mixed-use environment, Tech Ridge has been strategically planned to foster the creation of new, higher-paying tech jobs, increased employee retention rates, and greater household incomes in Washington County. This convergence of people and businesses will incubate a collaborative atmosphere, creating a robust and sustainable economy that benefits the lives of all Southern Utahns. Additionally, Tech Ridge thoughtfully incorporates park lands, trails, and outdoor amenities that celebrate and preserve the beautiful desert environment.

As Tech Ridge's innovative planning attracts new and expanding technology companies, those companies will provide opportunities for local talent to remain local — becoming permanent contributors and planting the seeds of future economic success. So people who love living here can stay here, and keep making this community an incredible place to live.

Employees, residents, locals, and tourists will be free to experience Tech Ridge's unique amenities and explore its state-of-the-art offices, restaurants, retail, parks, and unique adventure opportunities. As they do so, this will become a draw that creates memories and experiences unavailable anywhere else.

Tech Ridge will celebrate the site's history as the municipal airport by incorporating portions of the runway into parks and public areas, along with historical markers and educational information. The plan also includes a 3.4-mile linear park and multi-use ridge trail along the ridge edge, embracing the natural topography and striking views of the surrounding city, as well as near and distant mountains and mesas. Various elements of the plan include visual references to the site's aeronautical legacy and direct access to the surrounding natural environment.

By enhancing how we live and work in Southern Utah, Tech Ridge will solidify the longevity and viability of our economy. Intentionally designed to highlight one of the more beautiful places in our community, it will become both a stand-out place of business and a naturally fitting demonstration of why so many do and will call Southern Utah home.

The following chapters describe the Tech Ridge Planned Development Zone Plan and key features in more detail.

1.2 Purpose of Development

In response to a Request of Qualifications issued by the City of St. George (City) for the former municipal airport site (Property), Tech Ridge, LLC (the Developer) submitted a proposal and was selected by the City to enter into a purchase agreement. This agreement allows the Developer to purchase the approximately 160-acre former airport property and be the Master Developer for its planning and redevelopment. This Zone Plan covers approximately 180.7 acres and includes the 155.2 acres that comprise a portion of the former municipal airport property on the top of the ridge, and an additional contiguous 25.5 acres that provide a variety of park land amenities.

To implement the overall vision and goals of the proposal, the Developer has entered into a contractual agreement with the City and has prepared the Tech Ridge Planned Development Zone Plan (Zone Plan) for the site. The Zone Plan will be adopted during the Zone Change process where the zoning of the land is proposed to be changed from OS (Open Space) to PD-MU (Planned Development Mixed Used). All development within Tech Ridge will be subject to the PD-MU zone development standards contained in the Zone Plan, including commercial (office, retail and hotel), mixed-use, residential land uses, and extensive park lands. This Zone Change will allow a development program that will implement the City's primary goal of economic growth through high-quality job creation, and the shared vision of high-quality redevelopment of the site.

As identified in Figure 1.1, Vicinity Map, the site is generally located on the top of Black Hill Ridge. The site is west of S. Bluff Street/State Route 18, north of Hilton Drive, south of W. 265 Street and Black Hill View Park, and east of S. Indian Hills Drive and Temple Quarry Trail.

The Developer requests the approval by the City for a Zone Change to a Planned Development Zone, with the "PD-MU" designation, to ensure development that results in high-quality, mixed-use planning and design concepts that will create a unique sense of place not only for future employees and residents, but for existing residents of St. George and its visitors.



FIGURE 1.1 (Source: ESRI 2018)

VICINITY MAP

1.3 Project Area Description

The Zone Plan comprises the property which was the location of the first public airport in St. George. The Zone Plan includes five districts as shown in Figure 1.2, Topography and Project Area Plan, and an extensive park lands plan.

Dixie Technical College is also located on the ridge on an approximately 30-acre site generally between Districts 1 and 2. The Dixie Technical College site currently has three existing buildings with area for additional development on their campus. The Inn on the Cliff hotel and The Cliffside Restaurant are also located on the ridge near the northeast corner of the Dixie Technical College campus. The Dixie Technical College property and the Inn on the Cliff and Cliffside property are not part of the Zone Plan. Coordination of the planning for Tech Ridge and these other properties is ongoing. The expected result of the Developer's collaborative efforts is a near seamless interface between these development areas.

The existing roads on-site include Airport Road (renamed Tech Ridge Drive) north and east of the site and S. Donlee Drive west of the site; both roads terminate near the middle portion of the site. Road 250 West Street will be extended and improved to a four-lane road called Flash Drive that will connect to the southern end of the site. This road may be temporarily striped as a two-lane road with bike lanes on the sides until density and traffic demand increase and require four lanes. Additionally, a new two-lane road will extend from Indian Hills Drive to the southern end of the site. As shown in Chapter 4, Vehicular Circulation and Active Transportation Plan, Figures 4.1 through 4.7, a comprehensive on-site circulation system has been designed for the project, including the expansion of Tech Ridge Drive, additional access to Dixie Technical College, and improved access to and from the site (both from the east and the west) that will connect into the existing City roadway network (see Chapter 4, Vehicular Circulation and Active Transportation Plan, for a detailed description of the roadways). Utilities will be distributed throughout the site.

The topography of the Zone Plan is characterized by steep slopes up to the relatively flat ridge with elevations ranging from approximately 2,940 feet at the northern portion of the site to 2,870 feet at the southern end.

The site was remediated when the airport was decommissioned and is suitable to accommodate the proposed development.

1.4 Development Approach

The entitlements will include a Development Agreement with the City that contractually allows the Developer to develop the property in accordance with the standards as identified in the Development Agreement and in conformance with this Zone Plan. Tech Ridge LLC may enter into agreements with developers or builders to begin the phased construction of the project according to this Zone Plan and applicable City Codes.

The Zone Plan uses a "Form Based Code" approach where the focus is on the form of the buildings and how the buildings define the public spaces and street corridors and not on the uses within the building. As such, permitted uses are allowed within any district and within any plan area as long as the buildings and uses meet the standards contained within the Zone Plan (see Table 5.5-1 Permitted Uses). With the submittal of this Zone Plan, the Developer is establishing a master plan for the development of the site including planning districts, roadway circulation, and park lands.

The development standards in Chapter 5 apply to all buildings within the Project to implement the vision and form-based code principles described therein.

The Zone Plan identifies an initial projection of the amount of commercial square footage and residential units per district. These projections are intended to achieve a balanced development program and have been used to plan the circulation system. In addition, the circulation, utility, parking, and park land plans have been designed to accommodate variations in the ultimate land use densities.

1.5 Tech Ridge Zone Plan and PD Amendments

The development of Tech Ridge will be a multi-year process and will involve many individual projects. These projects will be in response to market demands over time, as well as opportunities for unique uses that would add new and dynamic elements to Tech Ridge. Typically, proposed projects will be for individual Plan Areas but may be for a portion of a Plan Area or several Plan Areas.

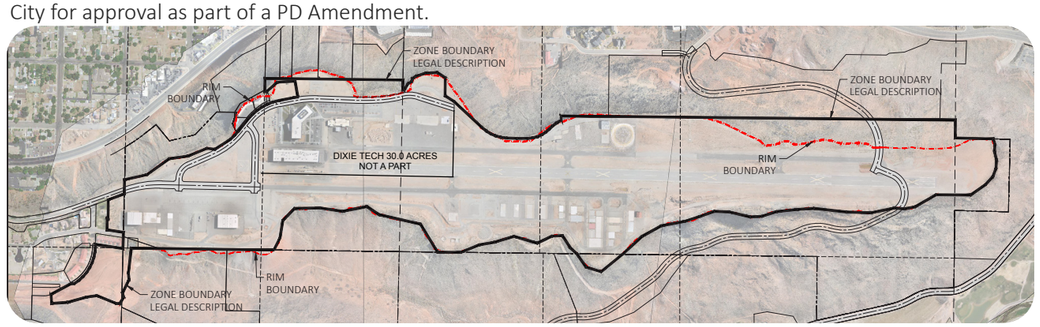
The Zone Plan functions as an overall Master Plan and the individual projects implement the vision expressed in the Master Plan. While this Zone Plan is intended to meet the Planned Development application requirements found in Title 10, Chapter 8, Article 8-D; Planned Development Zones, of the City Code, additional details and clarifications will be added through the Zone Plan Amendment process, the PD Amendment process, and through the preliminary platting process. Any changes to the Zone Plan shall be processed in accordance with the City's Land Use Ordinance standards for approving a Planned Development Amendment. See Section 5.2, "Land Use Applications," within the Development Agreement. The Developer may request Zone Plan Amendments from time to time as the market changes and as new land uses emerge.

A PD Amendment is required with the submittal of each new development, and Preliminary Plats are required for each subdivision of land and shall meet all the requirements and procedures found in Title 10, Chapter 25, Article C of the City Code; Plats and Plans.

1.6 Southeast Rim Edge Boundary

Both the Zone Plan Boundary and the Southeast Rim Edge Boundary are indicated on the Tech Ridge Project/ Zone Plan Boundary Map created by Alliance Consulting dated 6-22-2021, as shown below. The Rim Edge Boundary generally follows the revealed basalt edge of the subject plateau. However, in the southeast area the rim edge is less pronounced due to natural slumping and possibly due to the extension of the old runway. It is in this area that the east access road will be constructed.

Alliance Consulting, in consultation with City Staff has established the probable location of the original rim edge. To met the required rim edge setback and provide visual screening, the rim edge in this area will be partially re-established with various natural rock retaining walls. The design will accommodate the eventual east access road while also maintaining portions of the downward slope to the east. As development advances in this area of the Tech Ridge Zone Plan, the Southeast Rim Edge Boundary construction drawings will be presented to the City for approval as part of a PD Amendment.



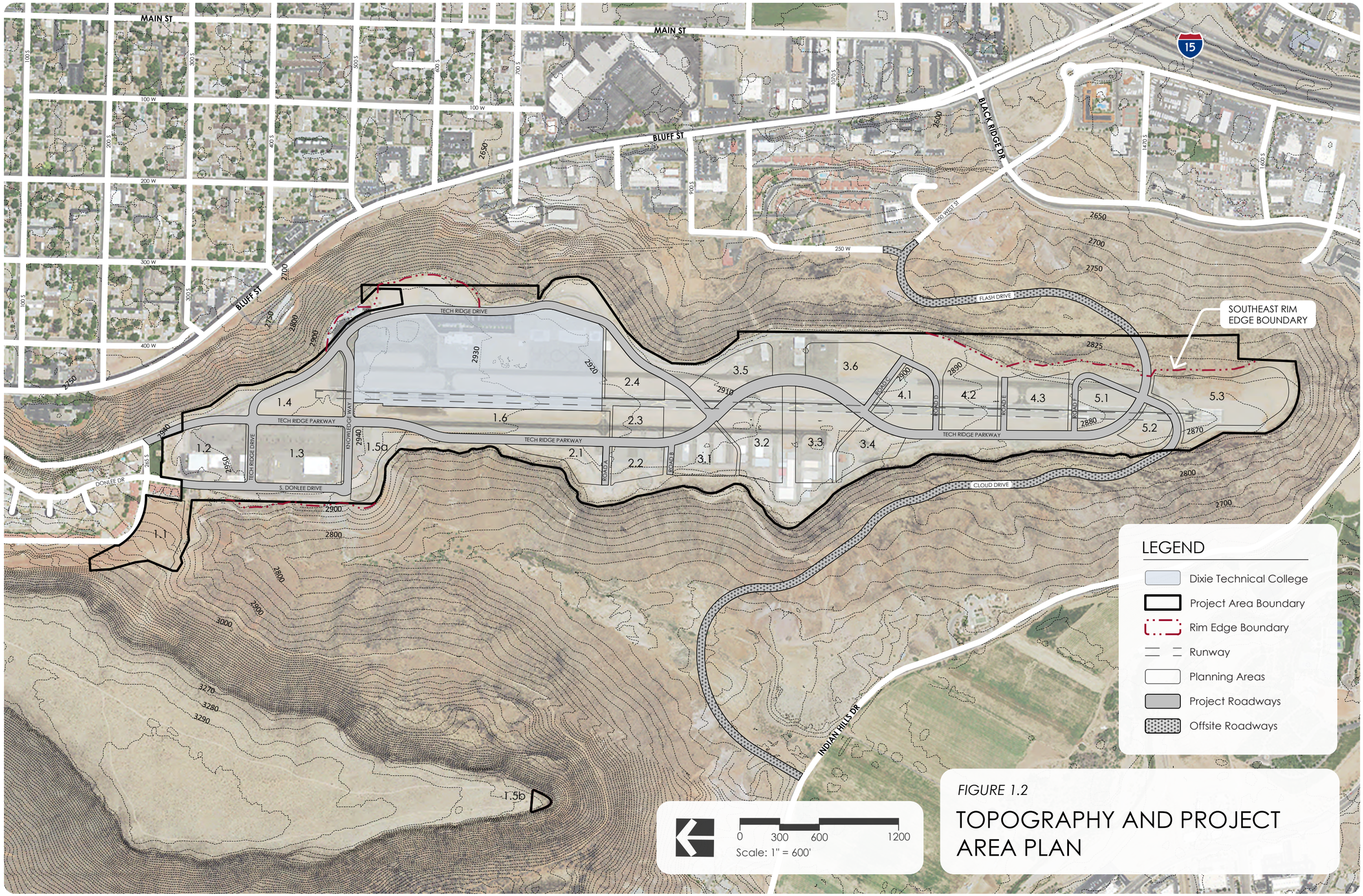


FIGURE 1.2

TOPOGRAPHY AND PROJECT AREA PLAN

CHAPTER 2
PLANNED DEVELOPMENT ZONE PLAN

2.1 Vision

Building from the proposal, the Tech Ridge planned development plan is a dynamic extension of the downtown area to the former ridge top airport site, promoting both downtown and Tech Ridge as an employment, entertainment, and recreation destination. The existing downtown is complemented with a well-designed and executed public realm on the ridge, and a variety of mixed-use development. This innovative land plan dovetails with the City plans for downtown streets, downtown public , Temple Square, Ancestor Square, the University District, the Hospital District, government buildings, historic structures, and residences that in turn are connected to the ridge top parks and public spaces. In particular, the Tech Ridge land plan vision focuses on the creation of a near-continuous system of public spaces and trails that showcase the beauty of St. George, providing a catalyst for achieving an expanded economy, higher company and employee retention rates, and an increased quality of life.

2.2 Land Use Overview

The vision for Tech Ridge will be realized by the synergy created when tech-oriented companies locate their new and expanding businesses on the site, alongside the other uses that support those businesses and employees. Dixie State University, although not on site, and Dixie Technical College, although a separate project and not part of this Zone Plan, are key supporting educational uses. Their contributions are consistent with the vision and character of the Zone Plan. As described in Section 2.10 Tech Ridge and Dixie Technical College Master Plan Coordination, it is understood that Dixie Technical College will be updating its long-term master plan in the near future. The optimal development of the ridge area shall include close coordination of these two master plans, with the goal of a near seamless transition between the two projects.

The Tech Ridge Zone Plan has specific development standards that allow a mix of uses that work together to create a functional and aesthetic environment with a focus on public spaces, sustainability, active transportation, and livability. The overall Land Use Plan for the Tech Ridge Zone Plan is illustrated in Figure 2.1, PD Zone Plan and identifies types of uses and primary circulation throughout the plan.

To implement the vision for Tech Ridge, three named areas with five districts have been identified with a land use designation of Planned Development – Mixed-Use or PD-MU:

Tech Commons
District 1 – Plan Areas 1.1 through 1.6
District 2 – Plan Areas 2.1 through 2.4

The Crescent
District 3 – Plan Areas 3.1 through 3.6

The Point
District 4 – Plan Areas 4.1 through 4.3
District 5 – Plan Areas 5.1 through 5.3

The PD-MU land use incorporates office, retail, hotel, and residential land uses. Each of those districts has a portion of the 60 acres of park land, which is a central defining feature of the Tech Ridge development. This mixture of uses, in conjunction with the vehicular and pedestrian/bicycle circulation plan, will facilitate an interconnected and innovative community for the benefit of local residents, employees, and visitors. Table 2.3 1 summarizes the land uses and associated acreages and Table 2.4-1 identifies the acreages within each district.

2.3 Planned Development Zone Plan

2.3.1 Land Uses and Districts

As illustrated in Figure 2.1, Planned Development Zone Plan, the zoning of the site is Planned Development—Mixed-Use (PD-MU). The four types of permitted uses within the PD-MU zone are office, retail, residential, and hotel. The office use is oriented to tech and bio-med research companies but will also include offices for professional, business, and community services. The retail use is expected to be predominantly local-serving retail, food and beverage, and entertainment. As Tech Ridge is expected to emerge as a significant regional destination, additional specialty retail uses will eventually serve a larger regional market. Residential uses are high density for-sale and rental units providing many Tech Ridge employees an opportunity for a convenient live/work/play environment. The hotel uses are anticipated to include local business-oriented hotels, as well as hotels serving the regional resort and visitor markets.

The plan organizes the site into three named areas; Tech Commons, The Crescent, and The Point; which contain a total of five numbered districts, with several numbered plan areas within each district. Each of the areas with their respective districts is considered mixed-use, but all are planned to have different proportions of the four primary uses.

2.3.2 Mixed-Use

The primary Tech Ridge uses of office, retail, residential and hotel will be distributed throughout the districts as outlined in the Description of the Named Areas and Districts below. The mix of uses will include both horizontal and vertical mixed-use. Horizontal mixed-use consists of different uses in individual structures but in close proximity. An example would be a freestanding hotel adjacent to an office or retail structure, or a residential building next to a commercial use. Vertical mixed-use involves different uses within the same structure, such as retail on the ground floor and offices on the upper floors. Tech Ridge will include both horizontal and vertical mixed-use.

The number of retail shops and food and beverage services at Tech Ridge will be a function of the demand for such services. Employees, residents, visitors and hotel guests will generate significant demand. Additional demand will be generated over time with increased awareness of the project. The location of the initial retail services and the expansion of those services is a critical part of the mixed-use concept. Some buildings may be designed with flex-space on the ground floor. These are spaces that can be used initially for offices or another permitted use until the demand is sufficient for conversion to retail (flex-space shall not include residential uses).

The highest concentration of retail and food and beverage uses are planned in three locations (see Figure 2.1). The first is in Tech Commons, District 1 along Knowledge Way and around the intersection of Knowledge Way and Tech Ridge Parkway. The second is in The Crescent, District 3 along Tech Ridge Parkway and around the District 3 Town Square. The third is in The Point, District 5, Plan Area 5.3 as part of the planned resort hotel. Such concentrations of commercial services create an activity focus that is essential for success of these types of uses. Within these commercial concentrations, a minimum of 75% of the retail will be a ground floor use with office, residential or hotel above. However, freestanding retail buildings are also permitted. Very local serving retail uses such as coffee and limited food and beverage shops may be located outside of these focus areas, in order to be convenient to their customers. Prime locations for the local serving retail uses are corner sites in office or hotel structures, but may also be freestanding structures next to office, hotel or residential buildings.



FIGURE 2.1

PD ZONE PLAN

Table 2.3-1 Land Use Categories and Acreages

PRIMARY LAND USE	ACRES	PERCENT OF TOTAL
Planning Areas (1)	92.1	51%
Improved Park Lands within Ridge Edge (Only: Town Squares, Community Parks, and Linear Park Connectors)	60.0	33%
Right-of-Way	28.6	16%
TOTAL (2)	**180.7**	**100%**

(1) Includes the four primary permitted uses: office, retail, residential, and hotel

(2) Approximate acreage

Due to the way contemporary buildings are constructed and managed, vertical mixed-use is expected to be mostly in commercial structures that contain two or more commercial uses. Examples would be retail with office above or retail with hotel above. In the three areas described above where retail uses are expected to be concentrated, the structures may have residential above ground floor retail. In other areas residential structures will have very limited, if any, ground floor retail.

2.3.3 Airport Runway

The former airport and runway are key historical elements within the Tech Ridge master plan. References to the airport, the runway, and to aviation in general are incorporated into the plan and acknowledged in various ways. The northerly terminus of the runway is within Tech Commons and coincides with its town square (the Pavilion and Runway Park), centrally located in Plan Area 1.4. The design of the circular pavilion in that public area includes structural elements that are reminiscent of the tail of an airplane. To the south of the pavilion, a public park corridor extends to and across Knowledge Way to the Dixie Technical College property. The college has designated the prior runway as an outdoor classroom space serving various purposes, as well as an area for driver training. As a further acknowledgement of the prior use of this site, the college is intending to retain and maintain some of the existing runway markings. In District 2, south of the college, the park corridor will extend along the alignment of the runway between Plan Area 1.3 and 1.4, to a park at the intersection of Tech Ridge Parkway and Tech Ridge Drive. This centrally located interior park shall have design elements incorporating the runway alignment and interpretative signage. In District 4 and a portion of District 5, the width of the ridge top — combined with the ridge edge linear park, access roadways, and intersections — may limit the opportunity for park land along the runway alignment. At various points in this area, small parks and plazas, signage and surface markings will be used to demarcate the runway alignment. At the south end of the ridge in District 5, a park with interpretative signage will be sited near the southerly end of the runway as illustrated in Figure 3.1 Park Lands Concept Plan.

2.3.4 Description of Named Areas and Districts

Tech Commons, District 1

District 1, the northern portion of the Tech Commons, is at the north end of Tech Ridge between an existing residential neighborhood (that is buffered by an existing public park) and the Dixie Technical College campus. As described in the phasing plan below, District 1 shall have the first significant development activity and, within Plan Area 1.4, will be the location of the initial office building complex. The plan areas in District 1 include sites for freestanding office and residential development, a potential hotel, and vertical mixed-use and horizontal mixed-use.

Plan Area 1.1 is projected to be a residential use with no office or retail uses. The building density will be lowest on the north side as it steps up from the existing residential neighborhood to a higher density on the south side of this Planning Area. The building height along the northern boundary of Plan Area 1.1 shall not exceed 40’ in height as per the standards set forth in the St. George City Code R-3 zone.

Plan Area 1.2 is also anticipated to be primarily residential, with little if any retail use and no office use. Along the northern boundary of the Plan Area lower scale residential units will be included, oriented to the existing park. These residential units shall provide a gradual step-up in density and height from the existing residential neighborhood to the higher densities within Tech Ridge to the south. The lower scale residential units in Plan Area 1.2, on the northern boundary, shall be two and three-story townhomes and shall not exceed 40’ in height. The balance of Plan Area 1.2 shall be higher density residential units subject to the height limitations and other development standards contained herein. The buildings along Knowledge Way between Tech Ridge Drive and S. Donlee Drive will be the focus of the initial retail services. A town square with pavilion which can also function as a stage or outdoor theater shall be located within Plan Area 1.4 as part of a park land extension along the alignment of the former airport runway. Gathering spaces and public corridors are also planned within Plan Area 1.3.

On the east and west, District 1 includes portions of the linear park and two of the east-west park connectors. Plan Area 1.6 extends along the westerly boundary of Dixie Technical College and, where feasible, detailed site design in that area shall include coordination with the adjacent existing and planned college uses.

The initial surface parking lot serving District 1 office and retail businesses will be on Plan Area 1.3. The development plan includes a parking structure that will replace the parking lot and allow additional mixed-use development on Plan Area 1.3.

Plan Area 1.5 in District 1 is the location of the Stadium Plaza, an observation pier, the Stadium Monument feature, along with a hotel, restaurants, and shops. The plaza, located on the west ridge edge, overlooks the cove between Tech Ridge and West Black Ridge (or upper ridge). The plaza and the observation pier will provide viewing areas, as well as food and beverage amenities. The plaza and particularly the observation pier will encroach into the ridge edge setback and is subject to design standards in the Development Agreement and in Section 3.4 of this Zone Plan. The observation pier will be designed to extend above the Linear Park multi-use trail, allowing pedestrians and bicycles to have an uninterrupted pathway along this section of the ridge edge. There will also be ramps which will allow pedestrians and bicycles on the multi-use trail below to access the plaza above. For more information about the amenities and logistics of Plan Area 1.5, see Chapter 6, Stadium Plaza Plan Area.

Within Plan Area 1.5b, which is on an approximately 0.6-acre site at the very southerly end of West Black Ridge (see Figure 2.1) along with approximately 10 acres of City-owned land, will be a trail-access view park. This park will require future approvals, at the City’s sole discretion, for the Developer to improve it as a somewhat passive viewing park with trails, shade structures, and education kiosks. Plan Area 1.5b is referred to herein as the “West Black Ridge View Park.”

Tech Commons, District 2

District 2, the southern portion of the Tech Commons, is south of District 1 and the Dixie Technical College. The plan areas within District 2 include sites for freestanding office and residential development and vertical and horizontal mixed-use. Specialty and local serving retail may be included in District 2, with the location of primary retail and entertainment uses planned in the adjacent District 3. District 2 includes a community park extension along the alignment of the former airport runway, to a public park near the intersection of Tech Ridge Parkway and Tech Ridge Drive. On the east and west, District 2 includes portions of the linear park and two of the east-west park connectors.

The Crescent, District 3

District 3, comprising The Crescent, is in the central portion of Tech Ridge and is planned for some of the highest-density development and the central Town Square. The plan areas within District 3 include sites for freestanding office and residential development, hotels, and horizontal and vertical mixed-use. The buildings along Tech Ridge Parkway between Tech Ridge Drive on the north and District 4 on the south will be the focus of retail services in both vertical and horizontal mixed-use structures. A Town Square is sited in the center of the district, adjacent to the ridge edge and overlooking the City. A park is also sited on the west edge of the ridge. These two active uses are connected with an east-west park land corridor between Plan Areas 3.2 and 3.3. The combination of these two connected uses provides an ideal central urban space for various programed entertainment and community activities such as concerts, farmers markets, art shows, holiday celebrations, and other outdoor social events. On the east and west, District 3 includes portions of the linear park (including the park land corridor above) and three of the east-west park connectors.

The Point, District 4

District 4, the northern portion of The Point, is in the portion of Tech Ridge that extends south to where the ridge is its narrowest east-west dimension. The three plan areas are located on the east ridge edge overlooking the City, and Tech Ridge Parkway is aligned along the west ridge portion of the linear park. Similar to District 2, the plan areas include sites for freestanding office and residential development and vertical and horizontal mixed-use. Specialty and local serving retail may be included in District 4, with location of the primary retail and entertainment uses planned in adjacent District 3. District 4 includes a park adjacent to Plan Areas 4.1 and 4.2 that is incorporated into the east edge linear park. On the east and west, District 4 includes portions of the linear park and three of the east-west park connectors.

The Point, District 5

District 5, the southern portion of The Point, is in the southern most portion of Tech Ridge and extends to the tip of the ridge. The three plan areas are located around the intersection of Tech Ridge Parkway and Cloud Drive. These two roads form the Tech Ridge southerly entrance and provide access from the ridge east to Flash Drive and Black Ridge Drive, and west to Indian Hills Drive. District 5 includes sites for office and hotel development and freestanding multi-family, higher density residential or multi-family residential development associated with a hotel, and vertical and horizontal mixed-use. In particular, Plan Area 5.3, at the end of the ridge, has exceptional views to the east, south, and west that create an excellent site for visitor accommodations. On the east and west, District 5 includes portions of the linear park. At the southern tip of the ridge, Plan Area 5.3 includes a specialty Town Square to be designed in coordination with the future hotel or other use. This Town Square shall include opportunities for artist tents, food tasting and seasonal promotions in conjunction with the hotel, and small-scale performances and ceremonies such as weddings. The hotel may have some of these uses and activities within its property, while others may be within the Town Square, which is a public space.

2.4 Development Program

The projected development program for Tech Ridge at full buildout is illustrated in Tables 2.4-1 (in approximate development acreages) and Table 2.4-2. The total 1,000,000 square feet of office, 260,000 square feet of retail, 600 hotel rooms, and 2,400 residential units are shown within the five districts. However, as noted below, the number of square feet, hotel rooms, and residential units in each district are expected to change as individual development projects come forward. As established Chapter 5, Section 5.3.1, the maximum number of residential units shall not exceed 2,400. There is neither a minimum nor a maximum square footage requirement for any use within the Districts, except for the maximum residential units. Other limitations and requirements are listed in Section 2.7 Residential to Commercial Ratio and Section 2.8 Park Land Improvement Schedule. Changes to the development program within districts are permitted and anticipated to respond to market conditions, in order to support the long-term economic viability of the project. However, any significant changes to the development program total requires a Zone Plan Amendment.

Table 2.4-1 Planning Districts Acreages

PLANNING DISTRICTS	ESTIMATED DISTRICT ACRES
District 1	31.5
District 2	11.6
District 3	22.4
District 4	12.7
District 5	13.9
SUB-TOTAL DISTRICTS	**92.1**
Park Lands (1)	60.0
Right-of-Way	28.6
TOTAL PROJECT	**180.7**

(1) Minimum acres as indicated in Section 3.4 Park Lands Minimum Acres and Improvement Standards

Table 2.4-2 Initial Projection – Development Program Allocation

DISTRICT	OFFICE SF	RETAIL SF	HOTEL SF	RESIDENTIAL UNITS (1)	MAX RESIDENTIAL TO COMMERCIAL RATIO (2)
District 1	300,000	46,000	50,400	920	2.50
District 2	215,000	28,000	--	280	2.00
District 3	320,000	136,000	100,800	760	2.00
District 4	120,000	16,000	--	260	2.00
District 5	45,000	34,000	100,800	180	2.00
TOTAL	**1,000,000**	**260,000**	**252,000**	**2,400**	**2.00**

(1) See Sections 2.7 and 5.3.1 for restrictions on Residential Units.

(2) Residential to Commercial Ratio is the number of residential units per 1,000 square feet of commercial space. Commercial space, for this ratio, includes office, retail and hotel space (420 gross square feet per key which includes the room, circulation, back-of-house, amenities, reception, etc.). See Section 2.7 for more details.

2.5 Allocation Land Uses and Densities

It is anticipated that Tech Ridge will be built over approximately a 15- to 20-year period. During that period, office, retail, and residential products will evolve because of broad changes in the national, regional, and local markets and local competition. In addition, commercial, residential, and mixed-use products are expected to continue to respond to architectural and technological innovations. Most specifically, the nature of the workplace and the work/live relationship is expected to continue to change over the course of the development of Tech Ridge. Increased value is being placed on adjacency to quality, active public spaces. This will require an ongoing effort to refine and modify the commercial, residential and mixed-use development products and the design of public spaces. In addition, the sharing economy and autonomous vehicles are expected to revise the demand for vehicle ownership, circulation, and parking.

To respond to these and other factors, the development program allows the movement of land uses and densities between districts and planning areas as part of the PD Amendment process. As shown in Table 2.4-2, the Tech Ridge Development Program is based on a projection of demand for office, retail, residential, and hotel uses (and the list of permitted uses contained in Chapter 5, Table 5.5-1) specifically for a project on this unique site, and with the character and amenities envisioned. The total buildout development program has been distributed to the five districts based on the land use and phasing plan, and the current projected market demand. The circulation, utilities, parking, and park land plans have been designed to accommodate variations in the ultimate land uses and densities.

Density is not calculated on a per district basis, but over the entire project development program. The actual development program allocation will be accomplished through the PD Amendment process. The amendment application shall include relevant information including the following requirements:

1. Land Uses – The applicant shall provide a schedule of the square feet of office and retail uses and the number of hotel keys and residential units initially projected for the specific district (see Table 2.4-2 for projected development allocation) with a comparison to the proposed land uses and quantities within the area covered by the PD Amendment. The applicant shall also provide documentation of the commercial square feet, hotel keys, and residential units approved to date and built to date per district.
2. Residential Uses – The applicant shall provide documentation of the residential units approved to date and built to date, per district, including the required ratios as described in Section 2.7 Residential to Commercial Ratio. Residential units in excess of that initially projected for an individual district may be considered as long as the maximum number of residential units, as established in Section 5.3.1, has not been exceeded, the Developer is in compliance with the Residential to Commercial Ratio, and the number of planned units is similarly reduced in another district or districts.
3. Parking – The applicant shall provide a parking schedule demonstrating sufficient parking for the proposed land uses based on the requirements of the Zone Plan in Chapter 4, Section 4.7 Parking Standards and applicable City Ordinances.
4. Park Land – The applicant shall provide documentation of compliance to the requirements as described in Section 2.8 Park Land Improvement Schedule. Any proposed land use re-allocation shall comply with the minimum 60-acre requirement of the Zone Plan as indicated in Section 3.4 Park Land Minimum Acres and Improvement Standard.
5. Phasing – The applicant shall provide an updated projection of near-term phasing.

2.6 Phasing

The Tech Ridge development phasing is conceptual and may change over time in response to market demands for the different land uses. However, the extension of infrastructure does have a significant impact on the sequence of development. District 1 is served by efficient extensions and upgrades of existing roads and utilities and will have the first Tech Ridge building construction. With the completion of either the east or west access roads (Tech Ridge Parkway or Cloud Drive), construction is then able to begin within District 4 or District 5. With development initiated on both the north and south ends of Tech Ridge, the sequence of development will be north and south towards the center in District 3. Early development within Districts 2, 3, and 4 is possible in response to unique opportunities that have specific site requirements that can be best accommodated in those central districts. However, the Developer shall not process a final plat map and site plan that is more than 300 feet from an existing, approved final plat map unless approved by the City, which approval shall be at the City's sole discretion.

2.7 Residential to Commercial Ratio

Although the phasing of the Tech Ridge is dependent upon the necessary infrastructure, development shall adhere to the following residential to commercial development ratios as required within the Development Agreement. The Developer shall not exceed a ratio of two and a half (2.5) residential units for every thousand (1,000) square feet of gross commercial space (office/retail/hotel) within District 1, a ratio of 2.5:1, and shall not exceed a ratio of two (2.0) within each of Districts 2-5, all subject to paragraph 2.7.d below.

a. The Residential to Commercial Ratio shall be measured with the submission of each preliminary plat map, within 60 days of the end of each calendar year, and other intervals as may reasonably be requested by the City. Such reporting shall include the best available estimate or projection of the commercial space square footage that may be constructed within the specific plat map.

b. A running tally of the Residential to Commercial Ratio will be included with each new proposed development in addition to the specific plat map data.

c. If the Developer exceeds the Residential to Commercial Ratio as defined herein, the City may deny or withhold approval for any final plat maps, and/or any Zone change Amendments at its sole discretion, for any new residential units submitted within any new plat maps until the Project is brought into compliance.

d. In no event shall the Developer exceed the maximum number of residential units as established in Section 5.3.1.

2.8 Park Land Improvement Schedule

The Park Land Improvement Schedule is intended to maintain reasonable progress toward the park land improvement requirement on a minimum of 60 acres for the entire Project. See Section 3.4 Park Land Minimum Acres and Improvement Standard.

a. Developer shall be required to construct a minimum quantity of Park Improvements with each final subdivision plat that is approved by City, according to the following schedule:

Table 2.8-1 Park Improvement Schedule

PLANNING DISTRICTS	MINIMUM ACRES	PERCENT OF PARK LAND
District 1	10.7	18%
District 2	5.7	10%
District 3	19.1	32%
District 4	8.4	14%
District 5	16.1	27%
TOTAL	**60.0**	**100%**

To apply the above schedule, compute the total acreage area contained within the subdivision plat, then multiple that acreage by the applicable District percentage. The product equals the total acreage of Park Improvements that must be constructed and dedicated or bonded prior to recording.

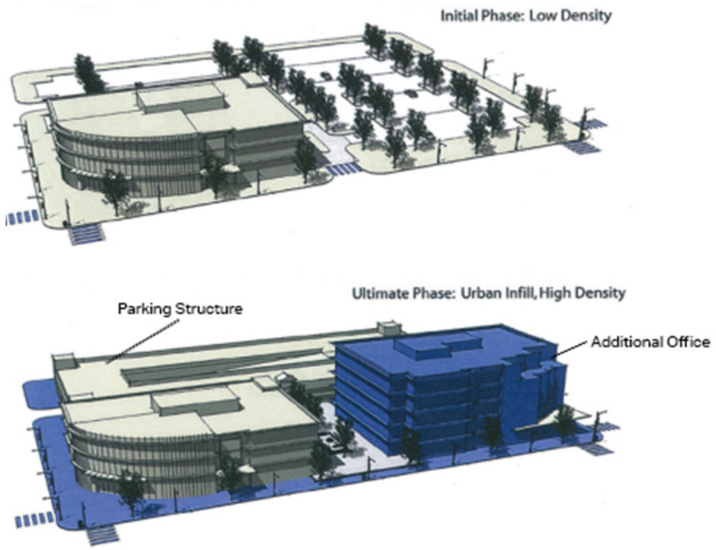
b. The required Park Improvements should preferably be constructed within the District in which the plat is contained, and in an area that is adjacent to or nearby to the platted area. City may grant a deviation from that proximity preference, and from precise calculation of the minimum required acreage of Park Improvements, upon a showing of good cause by the Developer. If the minimum required quantity of Park Improvements associated with planning districts exceeds the minimum threshold, the excess may, at the City's discretion, carry forward to the next succeeding subdivision plat.

c. As part of the Park Improvements within or part of District 1, the Developer shall improve the multi-use trail along the rim from the southern boundary of District 1 to the top of Cloud Drive near Planning Area 5.2. This segment of the multi-use trail will be in addition to the minimum acres of Park Improvements required to be constructed within District 1 but count toward Developer's overall 60-acre requirement for Park Improvements.

d. All park land improvements associated with a planning district must be completed upon a 50% buildout of the planning district. In cases where park land construction would impede any of the planning district buildout, portions of the park land may be postponed until the end of planning district buildout at the discretion of the City. The same right is reserved for any emergent circumstance affecting the time line of construction.

2.9 Density and Development Intensification

The buildout of Tech Ridge may include a process of phased development intensification. This is when a Plan Area has an initial development component that may intensify over time. Typically, this includes the use of surface parking in an early phase that is replaced by a freestanding or podium parking garage in a later phase, and the conversion of a portion of a parking garage into other uses such as retail use along the street frontage. This allows additional building square footage to be constructed on the same site. An example of development intensification is illustrated to the below.



2.10 Tech Ridge and Dixie Technical College Master Plan Coordination

The State of Utah owns 30 acres in the north-central portion of the ridge (Figure 2.1, PD Zone Plan), which is the location of the Dixie Technical College campus and is not part of the Zone Plan. As part of the initial development of the campus, a master plan was prepared projecting phased development of the campus over an approximately 30-year period. It is understood that Dixie Technical College will be updating that master plan in the near future, but subsequent to the completion of the Tech Ridge Zone Plan.

The optimal development of this area would include the close coordination of these two master plans. This may include vehicular and multi-use trail facilities, as well as land use transitions near the property boundaries. This future coordination may result in adjustments to the Tech Ridge Zone Plan that will be accomplished through a Zone Plan amendment. For example, any land exchanged from Dixie Technical College to Tech Ridge would be included in this Zone Plan and would be subject to the development standards and architectural design guidelines contained herein. Similarly, any land transferred to Dixie Technical College as part of any land exchange would be excluded from the Zone Plan.

CHAPTER 3
PARK LANDS

3.1 Vision

Based on the vision within the initial proposal, the Tech Ridge Zone Plan recognizes that the best communities are centered around great outdoor spaces, city parks, and public amenities. This vision celebrates what the City of St. George has already accomplished and builds upon it – starting with the prized natural resources and outdoor environment. The Ridge Edge Trail weaves throughout the entire edge of the site, tying together various types of park land. The trail also offers view opportunities into and out of the landscaped areas with big views of Downtown, Zion National Park, Red Cliffs National Conservation Area, and all the beauty of the St. George area. These public areas, new park lands, support economic growth as they enhance quality of life, which encourages job creation, corporate expansion and economic opportunity. Importantly, this park-centric approach assists in promoting the technology-focused economy that creates higher paying jobs from major tenants.

The ridge top park with a mixed-use development is connected both visually and physically to downtown and is critical in creating a “sense of place” for Tech Ridge. The vision of the park is comprised of active gathering spaces, passive contemplation spaces, walking paths, trailheads, and thoughtfully designed landscaped areas. As the landscaping matures and evolves, the character and desirability of the community will continue to be enhanced.

3.2 Park Lands Concept Plan

The Tech Ridge plan for park land is a principal defining feature of the redevelopment of this former airport site. The plan is to create a continuous circumferential ridge edge linear park that allows multiple types of recreational activities, with many varied vistas to the surrounding city and scenic topography. This park system will complement the extensive existing park and trail system of the City, visually and physically connecting it to Tech Ridge, as Tech Ridge becomes an attraction unto itself for employees, residents, and visitors to the greater St. George area. The overall Park Lands Concept Plan shown in Figure 3.1 also includes parks of various sizes within the five districts and the individual plan areas. These park lands, including town squares, community parks, linear connector parks, and east-west connector parks, are connected by a multi-use trail system that is described in detail in Chapter 4, Vehicular and Active Transportation Plan.

Because the Tech Ridge comprehensive Park Lands Concept Plan provides for 60 acres of public park land for the development in the five districts and individual plan areas, there is no usable park land requirement for individual projects. As such, individual projects may, as part of their design, provide additional usable park land that is either private or publicly accessible. The concept plan for the park land and multi-use trail systems are illustrated in Figure 3.1, Park Lands Concept Plan. The park lands will be composed of five different types of park land that are tabulated in Table 3.2-1 and are described below. Also included are a few sample photographs that illustrate the vision of park land that could be developed. The landscape will be compatible with the climate requirements of St. George (Sunset Zone 2B and 10—USDA 8a to 8b) and will meet or exceed the landscape requirements established by the City in the Municipal Code. The landscape palette for the park lands will generally focus on native and adaptive plant material that will require a temporary (to establish native desert plants) or permanent irrigation system. See Section 3.6, Landscape Standards, for a list of approved plant material. The use of a permanent irrigation system is expected for certain street trees and ornamental landscape areas within park lands, rights-of-ways, and development parcels. Due to concerns about soil and slope stability on the ridge as well as water conservation efforts, landscaped areas and plantings will use minimal amounts of water and the use of turf grass will be prohibited.

3.2.1 Park Land

Park Land shall be defined as all outdoor areas incorporating on-site landscape improvements including town squares, community parks, linear park connectors, and east/west park connectors. Park lands that will be counted toward project park acreage include town squares, community parks, and linear park connectors. East/west park connector trails, and off-site improvements are not considered in the total count. Conceptual Park Locations as shown in Planning Areas 1.3 and 5.3 will likewise not be included in the count, but will occur within these planning areas (see asterisks on figure 3.1).

3.2.2 Town Squares

Town Squares are envisioned as active, focal points that include specialty improvements to facilitate community events. Examples include the Town Square with pavilion in the central area of Plan Area 1.4, the Town Square in District 3 between Plan Areas 3.5 and 3.6, and Plan Areas 3.2 and 3.3, and in Plan Area 5.3 at the south end of the Project. Stadium Plaza in Plan Area 1.5a will be a private plaza and not a public Town Square.

As active focal points Town Squares and the Stadium Plaza will typically have adjacent retail shops and food and beverage services. This may include restaurants and brew pubs that serve alcoholic beverages in accordance with their permit requirements. In addition, during public or private events scheduled outdoors in a Town Square, alcoholic beverages may be served to patrons of those events, subject to local and state laws as amended pursuant to this Zone Plan.

3.2.3 Community Parks

Community Parks are comprised of small parks located at intervals along the east and west ridge edges, and in the interior of the districts. On the ridge edge, between these Community Parks, are the Linear Park Connectors described below. Together, these form the continuous ridge edge park corridor. The Community Parks are improved similar to the requirements in Section 3.4 for small urban parks (non-sports field), but will have less irrigable landscaping and will have features that respond to the size, configuration, and view opportunities of the particular location.

3.2.4 Linear Park Connectors

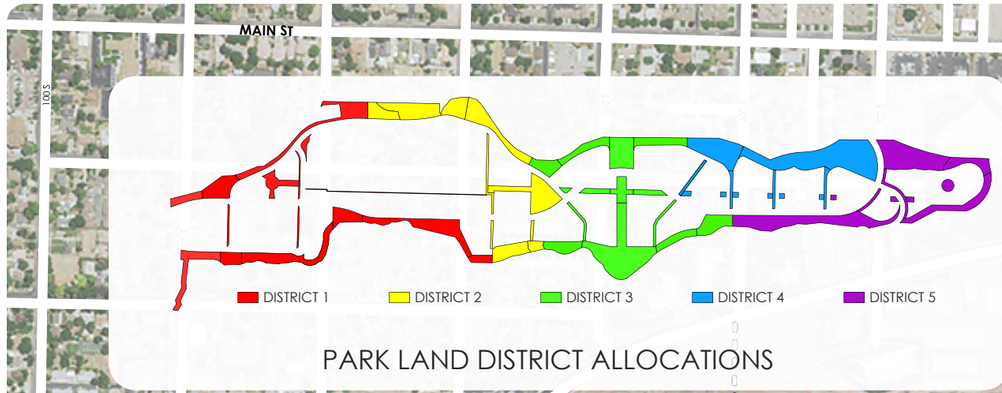
Linear Park Connectors are improved park land areas along the ridge edge that are part of the linear park and connect to other parks within the master plan. The multi-use trail or rim trail is a dominant feature of the Linear Park Connectors. They are characterized by drought-tolerant landscaping with minimal, if any, permanent irrigation.

3.2.5 East-West Park Connectors

As described in more detail in Chapter 4, Vehicular and Active Transportation Plan, East-West Park Connectors are the east-west–oriented landscaped multi-use trail connectors that allow opportunities to move between the east and west ridge edge park. These 10 connectors provide users multiple ways to move around the site and experience the various park environments. Off-site ped connection steps will also provide access to Tech Ridge, and will be constructed using natural-looking materials that mitigate any visual disturbances of the hillside. East-West Park Connector areas are excluded from the 60-acre park requirement.

3.2.6 Parking for Parks and Special Park Events

Designated off-street and City approved on-street parking for park land (including trailhead parking) shall be provided at 1.5 spaces per acre (or fewer spaces as approved by the City in the City's sole discretion) as indicated in Section 4.7.4 Park Land Parking Requirements and shall be provided at various locations along the linear park. Locations for this parking are conceptual and shown on Figure 3.1, Park Lands Concept Plan, and will be refined as part of the detailed park design. In line with the requirement to not have headlights visible from below the ridge, vehicle headlights shall be screened when parking on the east ridge and facing east.



PARK LAND DISTRICT ALLOCATIONS

MAIN ST
BLUFF ST
BLACK RIDGE DR
250 WEST ST
250 W
FLASH DRIVE
TECH RIDGE DRIVE
TECH RIDGE PARKWAY
KNOWLEDGE WAY
S. DONLEE DRIVE
DONLEE DR
ROAD A
ROAD B
ROAD C
ROAD D
ROAD E
ROAD F
CLOUD DRIVE
STAIRS
BLACK HILL TRAIL
TEMPLE QUARRY TRAIL
JERRY RICE TRAIL
INDIAN HILLS DR
100 S
300 W
300 S
400 W
900 S
1070 S
1420 S
1600 S
265 S
1.1
1.2
1.3
1.4
1.5a
1.5b
1.6
2.1
2.2
2.3
2.4
3.1
3.2
3.3
3.4
3.5
3.6
4.1
4.2
4.3
5.1
5.2
5.3

LEGEND

- Dixie Technical College
- Project Area Boundary
- Runway
- Planning Areas
- Project Roadways
- Offsite Roadways
- Town Squares
- Community Parks
- Linear Park Connectors
- E/W Park Connectors
- Multi-Use Trails
- Planned Off-site Trails
- Potential Ped Connectors
- Conceptual Park Location
- Potential Public Restrooms
- Potential Trailhead Parking
- Potential Dog Park

0 300 600 1200
Scale: 1" = 600'

FIGURE 3.1

PARK LANDS CONCEPT PLAN

Additional parking throughout Tech Ridge shall be made available as needed to accommodate special events. It is anticipated that special events will typically be scheduled in the evening hours and on the weekends. This will allow parking normally supporting the office uses during the workday to be made available for special event parking.

In support of the parks system and public events, public restrooms will also be provided at key locations for these facilities. The concepts are shown on Figure 3.1. The facilities may be either free standing structures or incorporated into public buildings for public use. The location, number of restrooms, capacity, and general design will be determined within each submitted plat map. All public restrooms shall meet City standards.

Table 3.2-1 Park Type Acreages

PARK TYPES (1)	APPROXIMATE ACRES (2)
1. Town Squares	4.0
2. Community Parks	20.5
3. Linear Park Connectors	35.5
4. E/W Park Connectors and other Park Types	0.0
TOTAL	**60.0**

(1) Park Types are general descriptions—a planned park area may have several or overlapping Park Types and may have natural vegetation along its perimeter.

(2) Minimum required acres of park land; see Section 3.4.

3.3 Preliminary Landscape Plan

Typical Community Parks

These parks are typically located along the edge of the project development and will provide larger spaces for multiple activities and types of recreation. The parks under this category will be interconnected with the multi-use trail. This type of space will be for more active uses, designed in coordination with the adjacent development areas. This includes various dog parks concentrated near dense housing centers. The detailed programming and design of these parks will be part of the approval process for each Plan Area. These parks will use low maintenance, low water, and use native and adaptive plant materials that evoke natural areas adjacent to the park and to the project. A typical section of this Park Land is provided in Figure 3.2, Typical Park Land Section.

Linear Park Connectors

A main objective of the Linear Park Connectors is the accessibility and movement throughout the ridge and connectivity to other proposed park lands in the project area. Sight lines will be open, and minimal visually obstructing elements will be along the Linear Park Connectors to take full advantage of the views of the site. Linear Park Connectors will provide noise mitigation with wide landscape buffers to mitigate impacts to planned development areas and will emphasize the use of native and adaptive plant material that requires minimal use of irrigation. A typical section of a Linear Park Connector is provided in Figure 3.3, Typical Linear Park Connectors Section.

Landscape Irrigation

The planned Park Types contain landscaped areas that will require minimal irrigation. Planting areas that are irrigated shall incorporate point-source drip irrigation. The root zones will not be over watered to avoid water draining off-site. The Linear Park Connectors areas will have landscaped areas that may or may not require irrigation, but generally less than the irrigation in the park areas within the interior of the project. In all areas, temporary irrigation may be used to establish landscaping until it can survive on its own.

The geotechnical conditions in the approximately southerly one-third of Tech Ridge may require significant limitations on irrigation. Therefore, landscaping planned in this portion of Tech Ridge will reduce reliance on irrigation and emphasize native plants requiring little to no irrigation.

3.4 Park Land Minimum Acres and Improvement Standard

The Tech Ridge Developer shall construct the park land and multi-use trail improvements at the general locations shown in Figure 3.1 Park Lands Concept Plan, and as required in the Development Agreement. As depicted in Figure 3.1 and Table 3.2-1, the Developer shall construct park land improvements on a determined minimum number of acres of designated land within the Project. Such park land improvements must be constructed as required in Section 2.8 Park Land Improvement Schedule.

a. Developer shall provide Park Improvements on a minimum of 60 acres within the 180-acre Project.
b. All such Park Land improvements shall be submitted to the City, in the normal course of a PD Amendment and Final Plat Map application, for the City's input and approval. Such approval shall be at the City's sole discretion.
c. Park Improvements shall be allocated to each District, as required in Section 2.8 and as depicted in Table 2.8-1.
d. The required Park Improvements should preferably be constructed within the District in which the plat is contained, and in an area that is adjacent to or nearby to the platted area.
e. If the minimum required quantity of Park Improvements associated with any plat exceeds the minimum threshold, the excess may carry forward to the next succeeding subdivision plat.

Developer shall be permitted to construct portions of the multi-use trail around the Property in discrete segments that do not connect when constructed in addition to the required Park Land Improvement Schedule. Developer shall also be permitted to construct multi-use trail segments on portions of the project land it has not yet purchased from City, provided Developer complies with the applicable requirements in Chapter 3, completes an encroachment permit, and provides the construction warranty bond given in the Land Use Ordinance.

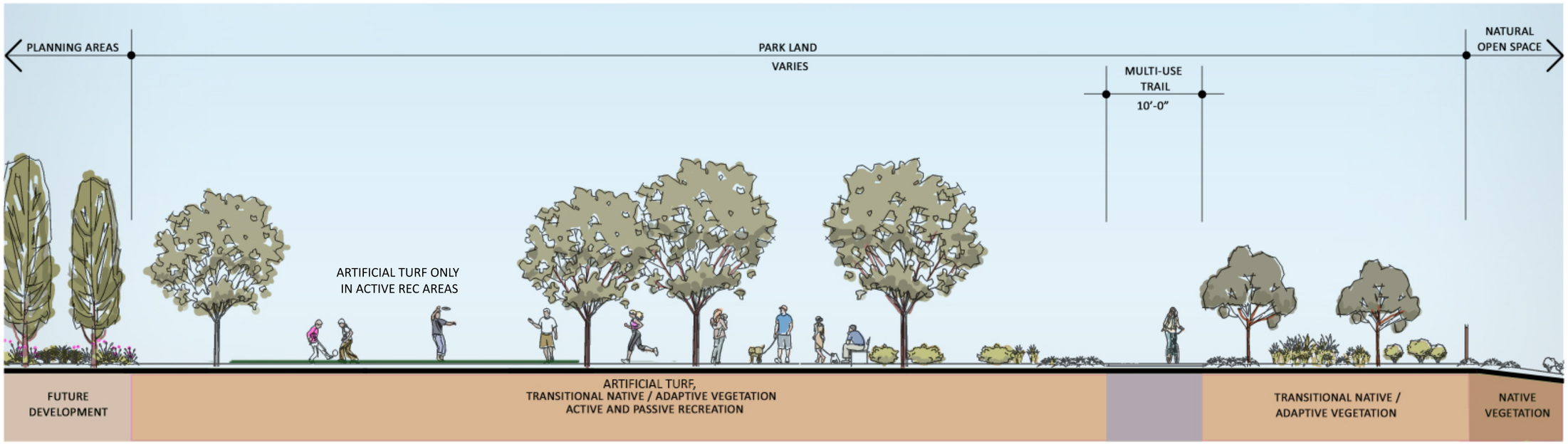


FIGURE 3.2 - TYPICAL COMMUNITY PARK SECTION

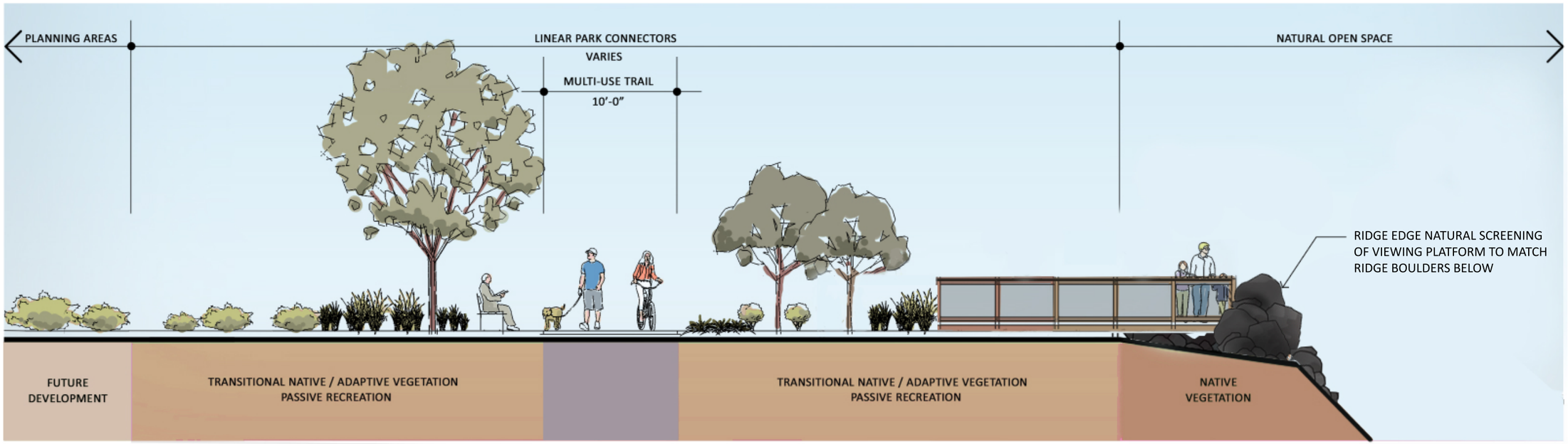


FIGURE 3.3 - TYPICAL LINEAR PARK CONNECTOR SECTION

3.5 Landscape Standards

All plantings and landscape materials shall comply with section 10-23-1, Minimum Landscaping Standards, from the St. George City Code as would apply to the PD-MU zone. No turf grass shall be incorporated inside project boundaries. However, in areas of active recreation, artificial turf may be installed instead of natural turf.

Trees, Shrubs, and Groundcovers

The following lists comprise the plant palette, for Tech Ridge. Any plant not shown on this list must receive city approval before use in the project.

TREES

LARGE SHADE TREES (ABOVE 40' TALL)	
BOTANICAL NAME	**COMMON NAME**
Pistacia chinensis	Chinese Pistache
Pistacia chinensis 'Red Push'	Red Push Chinese Pistache
Prosopis alba	Argentine Mesquite

MEDIUM SHADE TREES (BELOW 40' TALL)	
BOTANICAL NAME	**COMMON NAME**
Prosopis chilensis	Chilean Mesquite
Prosopis glandulosa	Native Honey Mesquite
Prosopis glandulosa 'Maverick'™	Maverick Mesquite
Prosopis glandulosa torreyana	Western Honey Mesquite
Prosopis hybrid Phoenix®	Thornless South American Hybrid Mesquite
Prosopis pubescens	Srewbean Mesquite
Prosopis velutina	Arizona Velvet Mesquite
Prosopis x 'Rio Salado'	Rio Salado Mesquite

FLOWERING TREES	
BOTANICAL NAME	**COMMON NAME**
Caesalpinia gilliesii	Yellow Bird of Paradise
Cercis canadensis var. mexicana	Mexican Redbud
Chilopsis linearis	Desert Willow
Chilopsis linearis 'Art's Seedless'™	Art's Seedless Desert Willow
Chilopsis linearis 'Burgandy Lace'	Burgandy Lace Desert Willow
Chilopsis linearis 'Lucretia Hamilton'™	Lucretia Hamilton Desert Willow
Chilopsis linearis 'Rio Salado'	Rio Saldo Desert Willow
Vitex angus-satus	Chaste Tree

PALM TREES	
BOTANICAL NAME	**COMMON NAME**
Washingtonia filifera	California Fan Palm
Trachycarpus fortunei	Windmill Palm

BROADLEAF EVERGREEN TREES	
BOTANICAL NAME	**COMMON NAME**
Fraxinus greggii	Little Leaf Ash
Olea euopaea 'Swan Hill'	Swan Hill Olive
Olea europaea 'Wilsonii'	Wilson Olive
Parkinsonia florida (Cercidium floridum)	Blue Palo Verde
Parkinsonia (Cercidium) Hybrid 'Desert Museum'	Desert Museum Palo Verde
Parkinsonia microphylla	Foothill Palo Verde
Pithecellobium flexicaule (Ebenopsis ebano)	Texas Ebony
Quercus turbinella	Turban Oak, Scrub Oak
Quercus virginiana	Southern Live Oak
Rhus lancea	African Sumac
Sophora secundiflora	Texas Mountain Laurel
Vauquelinia californica	Arizona Rosewood
Yucca brevifolia	Joshua Tree

SHRUBS

SMALL SHRUBS (UNDER 5')	
BOTANICAL NAME	**COMMON NAME**
Ambrosia dumosa	White Bursage
Artemisia filifolia	Sand Sage
Artemisia frigida	Fringed Sage
Baccharis Hybrid 'Starn' P.P.# 11240 Thompson™	Starn Coyote Bush
Calliandra eriophylla	Pink Fairy Duster
Caryopteris x clandonensis	Blue Mist Shrub
Ceratoides lanata (Krascheninnikovia lanata)	Winterfat
Chrysactinia mexicana	Damianita, Desert Daisy
Cistus x purpurea	Purple Rock Rose
Convolvulus cneorum	Bush Morning Glory
Dalea frutescens Sierra Negra™	Sierra Negra™
Encelia frutescens	Green Brittlebush
Ephedra nevadensis	Nevada Mormon Tea
Ephedra viridis	Mormon Tea
Ericameria laricifolia	Turpentine Bush
Gutierrezia sarothrae	Snakeweed
Krameria sp.	Ratany
Leucophyllum zygophyllum	Cup-leaf Texas Sage
Leucophyllum zygophyllum 'Cimarron'®	Cimarron Texas Sage
Psorothamnus fremontii	Indigo Bush
Salvia dorrii Variety 'Dorrii'	Desert Sage
Salvia greggii 'Pink'	Pink Autumn Sage
Salvia greggii 'Red'	Red Autumn Sage
Santolina virens	Green Santolina
Teucrium chamaedrys	Germander
Nandian domestica	Heavenly Bamboo

LARGE SHRUBS (OVER 5')	
BOTANICAL NAME	**COMMON NAME**
Anisacanthus quadrifidus	Mexican Flame™
Artemisia tridentata	Big Sagebrush
Atriplex canescens	Four Wing Saltbush
Atriplex lentiformis	Quail Bush
Baccharis glutinosa	Mule Fat, Seepwillow
Baccharis sarothroides (Male)	Male Desert Broom
Caesalpinia gilliesii	Yellow Bird of Paradise
Chrysothamnus nauseosus	Rubber Rabbitbrush
Coleogyne ramosissima	Blackbrush
Cytisus x spachianus	Sweet Broom
Fallugia paradoxa	Apache Plume
Fraxinus anomala	Single Leaf Ash
Larrea tridentata	Creosote Bush
Leucophyllum candidum 'Silver Cloud'	Silver Cloud Texas Sage
Leucophyllum frutescens 'Compacta'	Compact Texas Ranger
Leucophyllum frutescens 'Green Cloud'™	Green Cloud Texas Sage
Leucophyllum frutescens 'Heavenly Cloud'	Heavenly Cloud Texas Sage
Leucophyllum laevigatum	Chihuahuan Sage
Leucophyllum langmaniae 'Lynn's Legacy'	Lynn's Legacy Texas Sage
Leucophyllum langmaniae 'Rio Bravo'™	Rio Bravo Texas Sage
Lycium andersonii	Desert Wolfberry
Olea europaea 'Little Ollie'	Little Ollie Olive
Perovskia atriplicifolia	Russian Sage
Prunus fasciculata	Desert Almond
Purshia mexicana	Cliffrose
Purshia tridentata	Antelope Bitterbrush
Rhus trilobata	Squawbush or Three Leaf Sumac
Rosmarinus officinalis 'Prostratus'	Creeping Rosemary
Rosmarinus officinalis 'Tuscan Blue'	Tuscan Blue Rosemary
Spartium junceum	Spanish Broom
Vauquelinia californica	Arizona Rosewood
Lagerstroemia indica	Crape Myrtle
Cotinus coggygria	Royal Purple Smokebush

ACCENT / SUCCULENT PLANTS	
BOTANICAL NAME	**COMMON NAME**
Agave americana	Century Plant
Agave americana variety *marginata*	Variegated Century Plant
Agave parrasana	Cabbage Head Agave
Agave parryi variety *parryi*	Parry's Agave
Agave parryi variety *truncata*	Artichoke Agave
Agave scabra	Rough-Leaved Agave
Agave scabra variety *ferox*	Ferox Agave
Agave schidigera 'Durango Delight'™	Durango Delight™ Agave
Agave utahensis	Utah Century Plant
Carnegiea gigantea	Saguaro
Cereus peruvianus	Peruvian Apple Cactus
Dasylirion acrotriche	Green Desert Spoon, Sotol
Dasylirion quadrangulatum (longissimum)	Mexican Grass Tree, Toothless Sotol
Dasylirion texanum	Green Desert Spoon, Sotol
Dasylirion wheeleri	Gray Desert Spoon, Sotol
Echinocactus grusonii	Golden Barrel Cactus
Echinocereus engelmannii	Strawberry Hedgehog
Echinocereus triglochidiatus	Claret Cup Cactus
Euphorbia rigida	Gopher Plant
Ferocactus cylindraceus	Barrel Cactus
Ferocactus wislizenii	Fishhook Barrel
Fouquieria splendens	Ocotillo, Coach Whip
Hesperaloe funifera	Giant Hesperaloe
Hesperaloe parviflora	Red Yucca
Hesperaloe parviflora 'Flava'	Golden Yucca
Hesperaloe parviflora 'Yellow'	Yellow Yucca
Nolina microcarpa	Bear Grass
Opuntia basilaris	Beavertail Pricky Pear
Opuntia bigelovii	Teddy Bear Cholla
Opuntia echinocarpa	Silver Cholla
Opuntia engelmannii	Engelmann's Prickly Pear
Opuntia ficus-indica	Indian Fig Cactus
Opuntia ficus-indica 'Dwarf'	Dwarf Indian Fig Cactus
Opuntia fulgida	Jumping Cholla
Opuntia macrocentra	Purple Prickly Pear
Opuntia microdasys	Yellow Bunny Ears
Opuntia microdasys 'Alba Spina'	White Bunny Ears
Opuntia microdasys 'Rufa Spina'	Cinnamon Bunny Ears
Agava parryi var. truncata	Artichoke Agave
Agave tequilana	Blue Agave

Opuntia phaeacantha	Engelmann Prickly Pear
Opuntia robusta	Dinner Plate Cactus
Opuntia santa rita	Santa Rita Prickly Pear
Opuntia santa rita 'Tubac'™	Purple Prickly Pear
Opuntia turpinii	Pine Cone Prickly Pear
Sedum acre	Utah Sedum, Gold Moss Sedum
Sedum brevifolium	Stonecrop Sedum
Sedum pinifolium 'Blue Spruce'	Blue Spruce Sedum
Sedum rupestre 'Angelina'	Angelina Stonecrop
Sedum spurium 'Dragon's Blood'	Dragon's Blood Stonecrop
Sedum spurium 'John Creech'	John Creech Stonecrop
Sedum 'Stone Crop'	Stone Crop Sedum
Sedum telephium 'Matrona'	Matrona Big Leaf Sedum
Sedum x 'Autumn Joy'	Autumn Joy Stonecrop
Trichocerus imperialis (Echinopsis candicans)	Argentine Giant Cactus
Yucca aloifolia	Spanish Bayonet, Aloe Yucca
Yucca australis	Australis Yucca
Yucca baccata	Banana Yucca
Yucca elata	Soaptree Yucca
Yucca faxoniana	Faxon Yucca
Yucca glauca	Soapweed
Yucca harrimaniae	Harriman's Yucca
Yucca pallida	Pale Leaf Yucca
Yucca recurvifolia	Weeping Yucca
Yucca rigida	Blue Yucca
Yucca rostrata	Beaked Yucca
Yucca schidigera	Mojave Yucca
Yucca schottii	Mountain Yucca

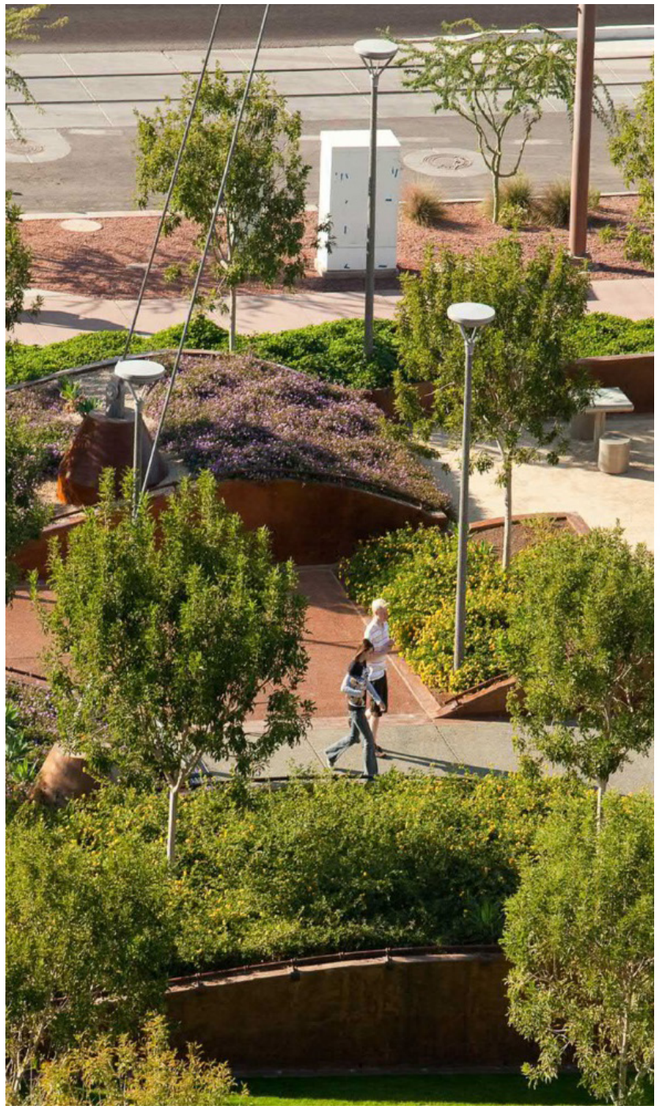
GRASSES	
BOTANICAL NAME	**COMMON NAME**
Aristida purpurea	Purple Threeawn
Hilaria rigida	Big Galleta
Muhlenbergia capillaris 'Regal Mist'™	Regal Mist Grass, Pink Muhly
Muhlenbergia lindheimeri 'Autumn Glow'™	Autumn Glow Grass
Muhlenbergia rigens	Deer Grass
Oryzopsis hymenoides (Achnatherum hymenoides)	Indian Ricegrass
Plantago patagonica	Indian Wheat
Stipa speciosa (Achnatherum speciosum)	Desert Needlegrass

PERENNIALS	
BOTANICAL NAME	**COMMON NAME**
Artemisia arborescens x absinthium 'Prowis Castle'	Prowis Castle Artemisia
Baileya multiradiata	Desert Marigold
Berlandiera lyrata	Chocolate Flower
Carpobrotus edulis	Hottentot Ice Plant
Castilleja chromosa	Common Paintbrush
Delosperma 'Cooperi'	Purple Passion Ice Plant
Erysimum 'Bowles Mauve'	Wallflower
Euryops pectinatus 'Viridis'	Green Bush Daisy
Gaillardia x grandiflora	Blanket Flower
Gaillardia x grandiflora 'Oranges & Lemons'	Oranges & Lemons Blanket Flower
Gaura lindheimeri	Gaura
Gaura lindheimeri 'Siskiyou Pink'	Pink Gaura
Gazania rigens 'Sun Gold'	Sun Gold Gazania
Hymenoxys acaulis	Sundancer Daisy, Perky Sue, Angelita Daisy
Lampranthus 'Red Surprise'	Red Surprise Ice Plant
Malephora lutea	Rocky Point Ice Plant
Melampodium leucanthum	Blackfoot Daisy
Mimulus cardinalis	Scarlet Monkey Flower
Mirabilis multiflora	Four O'clock
Oenothera caespitosa	White Evening Primrose
Oenothera speciosa (o. berlandieri) 'Siskiyou'	Mexican Evening Primrose
Penstemon baccharifolius	Rock Penstemon
Penstemon eatoni	Firecracker Penstemon
Penstemon gloxinoides	Garden Penstemon
Penstemon palmeri	Scented or Palmer's Penstemon
Penstemon parryi	Parry's Penstemon
Penstemon superbus	Coral or Superb Penstemon
Psilostrophe tagetina	Paper Flower
Salvia chamaedryoides	Mexican Blue Sage
Salvia forinacea	Mealycup Sage
Sphaeralcea ambigua	Globe Mallow (Orange)
Sphaeralcea ambigua	Globe Mallow (Pink)
Sphaeralcea ambigua 'Louis Hamilton'	Louis Hamilton Globe Mallow
Stanleya pinnata	Prince's Plume
Verbena gooddingii	Goodding Verbena
Verbena rigida	Sandpaper Verbena
Verbena x peruviana	Peruvian Verbena
Verbena x pulchella	Moss Verbena
Verbena x Summer Beauty™	Summer Beauty™ Verbena
Verbena x tapien	Tapien Verbena
Zinnia grandiflora	Prairie Zinnia

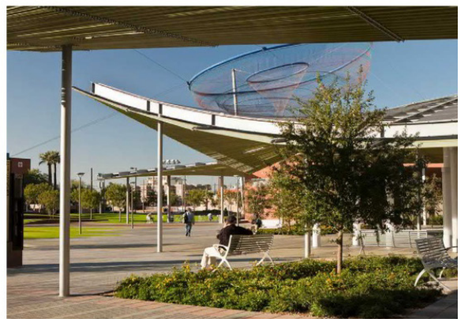
Rosa korbin	White Iceberg Roses
Rosa banksiae	Banks Roses
Floribunda (ground cover)	Carpet Roses
Ruellia britloniana	Mexican Petunias

TYPE 1: TOWN SQUARES

TYPE 2: COMMUNITY PARKS







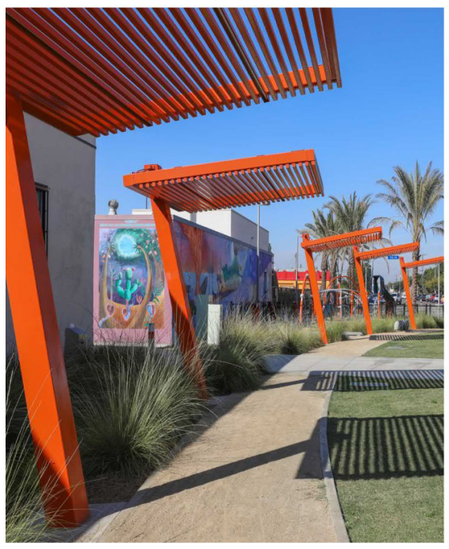


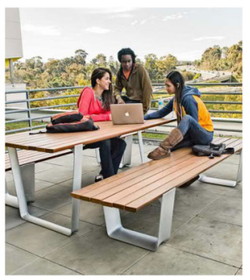


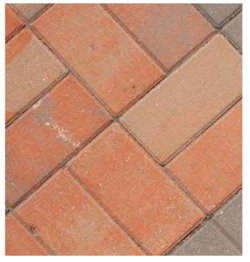


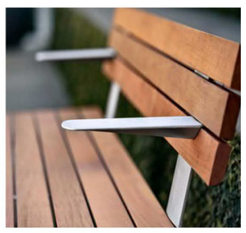


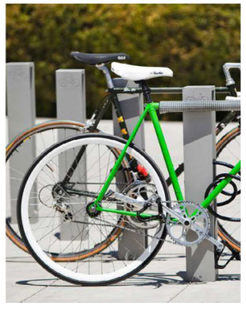




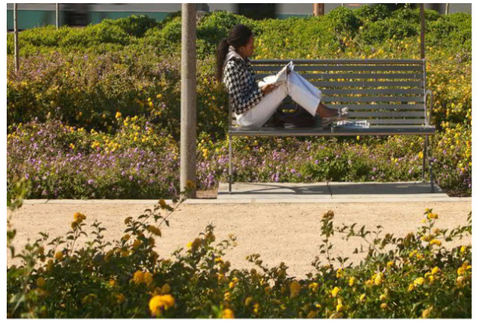






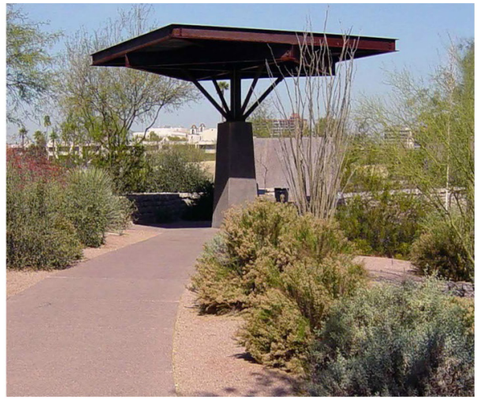


TYPE 3: LINEAR PARK CONNECTORS





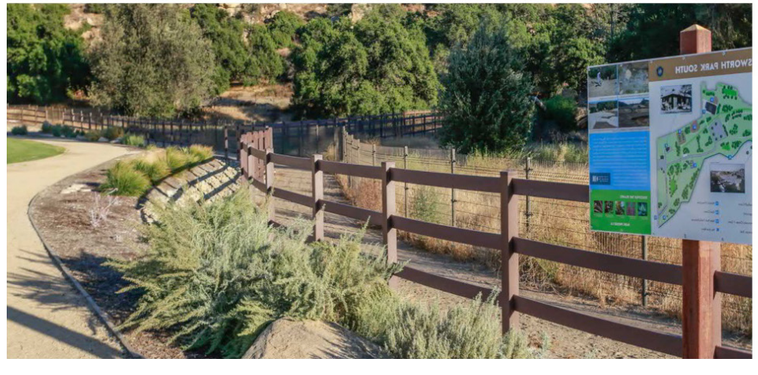


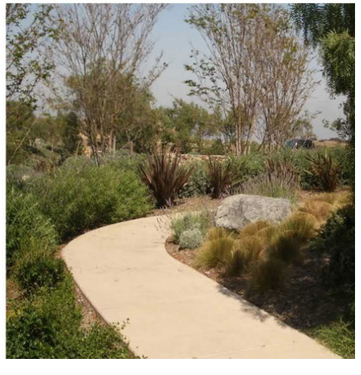






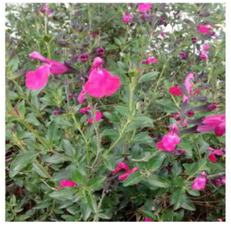












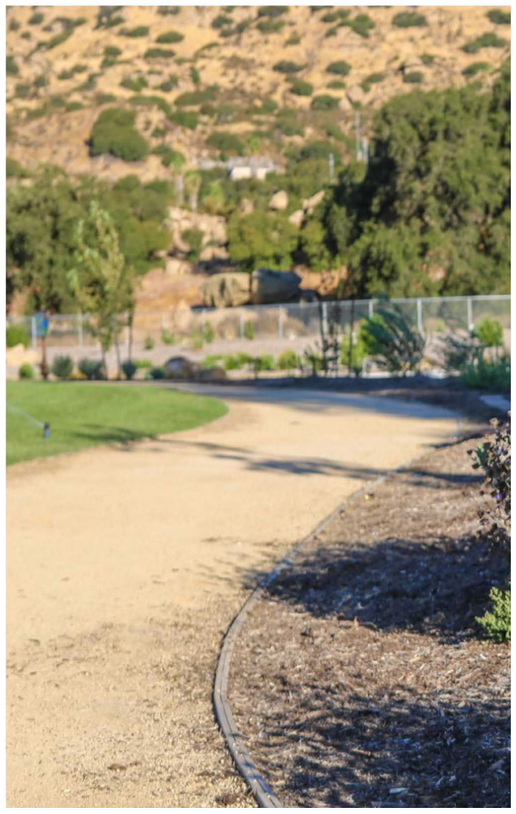


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TYPE 3: LINEAR PARK CONNECTORS (CONTINUED)





















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TYPE 4: EAST-WEST PARK CONNECTORS

CHAPTER 4
VEHICULAR AND ACTIVE TRANSPORTATION PLAN

4.1 Vision

Building on the initial proposal, the vision for the Tech Ridge circulation system focuses on creating a street system that is urban in character, where people and businesses coexist in a walkable design that adds to their quality of life. This plan recognizes that successful street corridors balance the needs of vehicles and pedestrians. Equally important, the vision for a ridge edge park and the east/west park connectors includes a network of multi-use trails, separate from the vehicular street system and linking all the key public spaces. Using this trail system, a pedestrian will never be more than a two-minute walk from the ridge edge park. The Zone Plan implements this vision with street alignments, intersections and a trail system designed in conjunction with a supporting traffic analysis. In key locations, landscaped medians are included to reduce the visual scale of the street and facilitate pedestrian crossings. This pedestrian-centric approach to circulation was created with an eye to future considerations for increased multi-modal transportation options. The vision for the Tech Ridge vehicular and active transportation plan anticipates continued innovation within the transportation industry and the shared-use economy. The base circulation standards within the Zone Plan may be updated with an amendment to the Zone Plan. Note that roadway graphics in this document are conceptual representations and will all meet Fire Code requirements in subsequent design and construction documents.

4.2 Vehicular Roadway and Streetscape Plan

As described in the circulation vision, Tech Ridge includes two coordinated circulation systems: vehicular and multi-use trail. A vehicular roadway system is planned in conjunction with a system of continuous multi-use trails. The purpose is to provide access for vehicles entering and exiting the Tech Ridge site through existing and new connections to St. George roadways and a non-vehicular circulation system. The non-vehicular system is designed to maximize the opportunity for employees, residents, and visitors to walk, bicycle, or use other personal transport innovations for many trips. Within Tech Ridge, the vehicle circulation system and the multi-use trail system are considered of equal importance. A reduction in the street access management plan may be approved by Public Works during the site plan approval process.

4.2.1 Roadway System

The primary vehicular and active transportation plan includes six interconnected roadways (see Figure 4.1, Vehicular and Active Transportation Plan) which are discussed below. In addition to the primary roadways within Tech Ridge, there is an existing roadway, W. 265 South, at the northern end of the site by Plan Area 1.2 and S. Donlee Drive (see Figure 4.6, Cross Section 10-S. Donlee Drive). W. 265 South will serve as an additional access road into the site and will improve traffic flow for the existing residences located west of S. Donlee Drive.

4.3 Multi-Use Trail Plan

4.3.1 Overview

The multi-use trail network shall meet or exceed City design standards and shall be dedicated to the City as with other park lands and trails. This network of trails is a continuous system that will allow pedestrians, bicycles, and personal transport equipment such as electric scooters to easily move throughout Tech Ridge. The multi-use trail and associated park land or park connectors will be designed, approved and constructed in accordance with the park improvement requirements discussed in Sections 2.8 and 3.4. The Tech Ridge design focuses pedestrians, bicycles, and personal transport equipment (e.g., scooters, etc.) onto this separate network of multi-use trails. The vehicular roadways described above are available to bicycles with “shared lane marking” or sharrow design. Sharrow markings will be placed between 50'-100' apart on the roadway and a minimum of 4' on center from the edge of curb on street edges with no parking, and 11' on center from the edge of curb on streets with on-street parking. All users of the multi-use trail network are subject to City rules and ordinances.

4.3.2 Ridge Edge Trail

The principal element of the multi-use network is the circumferential Ridge Edge Trail around Tech Ridge and the Dixie Technical College campus. This trail totals 3.4 miles. Most of this circumferential trail is within the continuous linear park along the east and west ridge edges and does not cross any streets along both the approximately 1.3-mile segment in the east ridge linear park and the 1.2-mile segment in the west ridge linear park. On the north side of Tech Ridge, a multi-use trail along Tech Ridge Drive and a custom designed trail/corridor along the Knowledge Way retail street allows connections (at signal-controlled intersections when warranted by traffic volumes) between the east and west ridge trails. Similarly, on the south side of Tech Ridge, the multi-use trail around Plan Areas 5.2 and 5.3 allows a connection, at controlled intersections, between the east and west ridge trails.

In several areas along the Ridge Edge Trail there are opportunities to place trail bridges to ensure a continuing and safe travel path and to provide interest. Some of these trail bridges may span a gap while others may be engineered pathways to provide a consistently wide and safe trail along narrow necks of land. An example is along the Ridge Edge Trail, west of Plan Area 1.6 where the planned trail area narrows and then drops off requiring an approximate 20’ bridge. Another example is east of Plan Area 1.4 where Tech Ridge Drive runs along the ridge edge limiting the space for an at-grade trail. Trail bridges are part of the trail and park system and will be dedicated to City within the trail and park land dedications.

a. Trail bridges may be permitted within the Zone Plan and will be presented within each PD Amendment and Final Plat Map for review and approval by City Staff to ensure safety, functionality, and consistency with the Zone Plan.

4.3.3 East-West Park Connectors

In addition to the circumferential trail along the ridge edge, the multi-use trail network includes regularly spaced east-west cross connections to facilitate movement between the east and west ridge edges and to allow access from the residential, commercial, and mixed-use development to and from the ridge edge linear park.

The alignments of these 10 east-west cross connections are identified in Figure 3.1, Park Lands Concept Plan, and, from north to south, are as follows:

1. The north side of Tech Ridge Drive between S. Donlee Drive on the west to Tech Ridge Parkway on the east.
2. The north side of Knowledge Way between Tech Ridge Drive on the east and S. Donlee Drive extension on the west (with a custom design for this retail and commercial street).
3. The north side of Plan Areas 2.2, 2.3, and 2.4 and adjacent to the south boundary of the Dixie Technical College campus between Tech Ridge Drive on the east and the west ridge linear park.
4. The south side of Plan Areas 2.2, 2.3, and 2.4 along the north edge of the public park between Tech Ridge Drive on the east and the west ridge linear park.
5. The west side of Tech Ridge Drive through the public park extending between Plan Areas 3.1 and 3.2 to the west ridge linear park.
6. The connection from the Town Square located between Plan Areas 3.5 and 3.6 extending through the landscaped concourse between Plan Areas 3.2 and 3.3 to the west ridge linear park.
7. The connection from the east ridge linear park between Plan Areas 3.6 and 4.1 and Plan Areas 3.3 and 3.4 to

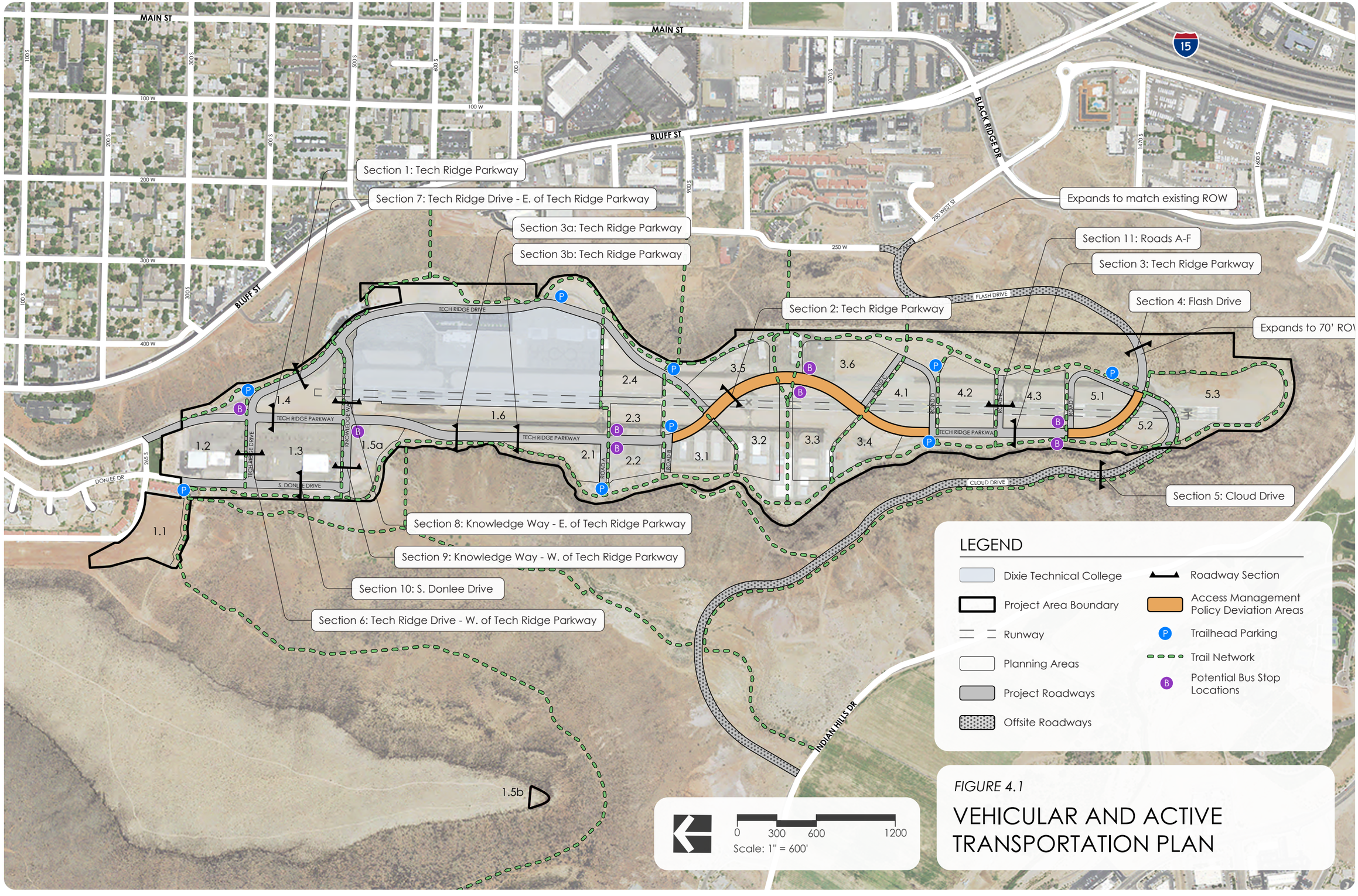


FIGURE 4.1

VEHICULAR AND ACTIVE TRANSPORTATION PLAN

the west ridge linear park.

8. The connection from the east ridge linear park between Plan Areas 4.1 and 4.2 to the west ridge linear park.
9. The connection from the east ridge linear park between Plan Areas 4.2 and 4.3 to the west ridge linear park.
10. The connection from the east ridge linear park between Plan Areas 4.3 and 5.1 to the west ridge linear park.

These 10 convenient cross connections in combination with the trail in the linear park form a system of trails providing convenient non-vehicular access throughout Tech Ridge. An employee, resident, or visitor will never be further than a 2-minute walk from the linear park.

This system will be multi-use. Such a system will serve alternative modes of transport that are compatible with the typical pedestrians and conventional bicycle users. The intent is to promote alternative means of transportation and reduce the use of vehicles. These alternative modes may include electric bicycles and scooters, and other emerging personal transport innovations that are either individually owned or available as part of pooled, short-term rentals. Tech Ridge is designed to maximize the opportunity for new forms of personal transport to emerge and flourish. As previously stated, all multi-use trails will be dedicated to the City and will be subject to the City's rules and ordinances.

4.3.4 Multi-Use Trail Crossings of Roadways

As stated above, the vehicular and active transportation plan for Tech Ridge includes two coordinated circulation systems: vehicle and multi-use trail. The vehicle circulation system and the multi-use trail system are considered of equal importance. Within Tech Ridge, traffic control devices, when warranted by traffic volumes and signage, are to be included to help create a culture where drivers are fully aware of and safely respond to the presence of pedestrians and other users of the multi-use trail system.

Of particular importance are the locations where the multi-use trail crosses one of the circulation roadways. In some situations, these crossings occur at an intersection that may be signalized, when warranted, allowing the signal to facilitate a safe, controlled crossing. In other locations, the crossing occurs at a point that is not expected to be signal or stop sign controlled. In addition to compliance with ADA standards, current treatments that should be evaluated on a case-by-case basis and installed as warranted include:

- High Visibility Crosswalk Markings
- Advanced Yield Lines
- Advance Signage
- Curb Extensions
- Reduced Curb Radii
- Staggered Pedestrian Refuge
- Median Refuge Island
- In-Pavement Flashers
- Pedestrian Hybrid Beacon (PHB)
- Rectangular Rapid Flashing Beacon (RRFB)
- Pedestrian tunnels and bridges

These treatments are subject to the City's Ordinances and may be considered at the City's sole discretion.

4.3.5 Potential Offsite Stairway/Trail Connections

The trail plan includes the potential for stairway/trail connections to existing City of St. George roadways, sidewalks, and trails. The feasibility of these connections, traversing the sensitive hillside and bluff face areas may require deviations from the Hillside Ordinance. Such deviations will be at the discretion of the City Council. Possible locations are shown on Figure 3.1 connecting to Bluff Street at 600 South and along 250 West Street.

4.4 Roadway Design and Details

4.4.1 Roadway Streetscape Approach

The Tech Ridge streetscape discussed below is defined as the area between the back of curb and the face of the adjacent building. It includes both right-of-way and setbacks. This area typically will be landscaped to include low water-use native and adaptive trees and shrubs, plant ground cover, decorative mulch or rock, paving, lighting, and various types of street furniture. The streetscape features are generally described below for each road type; however, the location of the various elements (i.e., multi-use trail, park strip, landscaping, and sidewalk) are conceptual, and will be determined with the approval of the individual plan area projects.

The design and dimensions of the streetscape will vary, but will typically include the "three-zone" design:

1. The first zone is the area adjacent to the curb and is designated as the street furniture and planting zone. It is typically within the public right-of-way and may include features such as seating, benches, shade structures, public transit shelters/stops, trash receptacles, bicycle/scooter parking, lighting, signage, fencing, parklets, planters or other street furniture elements.
2. The middle zone is the pedestrian clearway zone and is the open corridor for pedestrians moving along the street.
3. The zone adjacent to the building is the frontage and marketing zone. This is an area that may have a variety of improvements related to the adjacent use including restaurant seating, as well as landscaping, etc. Other uses, such as temporary outdoor displays, may be permitted subject to the City's Ordinance.

This "three-zone" design approach is illustrated in Figure 4.1a.

A possible "fourth zone" or "parklet" is within the on-street parking area where several parking spaces are deleted in favor of a small landscaped area for benches or outdoor food and beverage service. Such variations may be permanent or seasonal, but in either case are subject to the City's determination that, among other considerations, there remains sufficient parking or that alternative parking is provided. This design approach is also illustrated in Figure 4.1a and Figure 4.1b on the following page.

Such features within the streetscape shall be according to the City's Ordinance and subject to agreements with terms acceptable to the City. If such features are not addressed within the City's Ordinance, then they shall be approved by the City at the City's sole discretion and subject to agreements as stated above. Installation and maintenance of all parklets and corresponding amenities are the sole responsibility of the developer and should be ADA compliant.

Street parking may be permitted for parklets adjacent to a restaurant or similar establishment upon the execution of an Agreement between the City and the Applicant (restaurant owner) and at the sole discretion of the City.

THE "THREE-ZONE" DESIGN

Street Furniture and Planting Zone (A)

Pedestrian Clearway Zone (B)

Frontage and Marketing Zone (Private Property) (C)

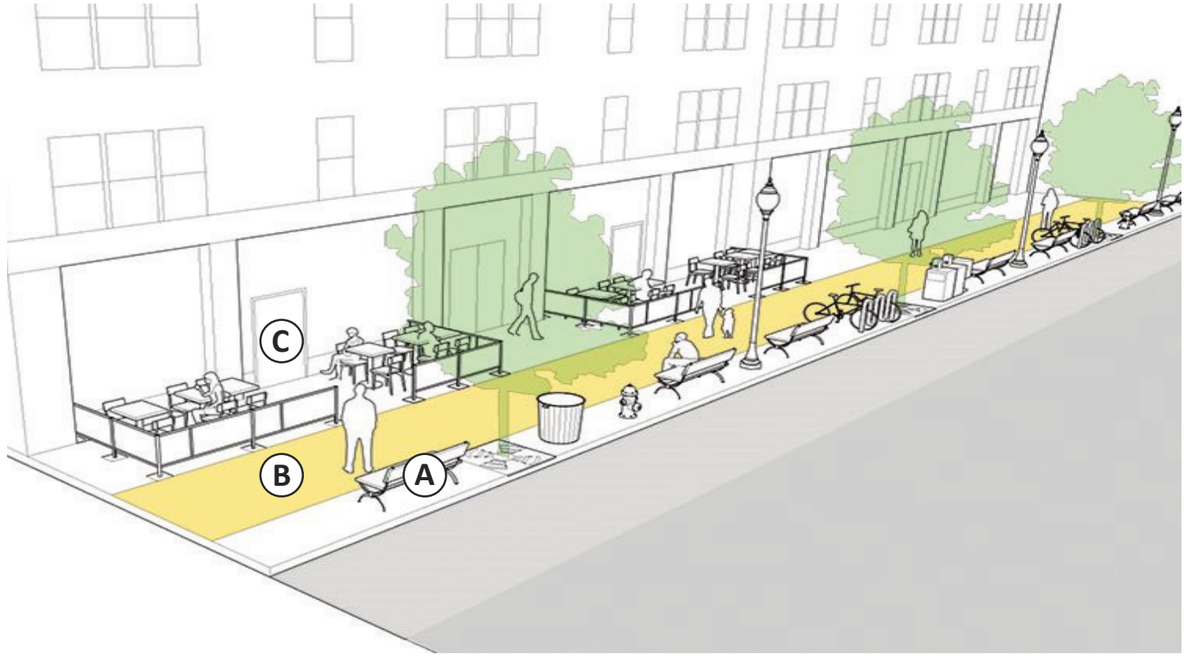


FIGURE 4.1a - THREE ZONE DESIGN

A POSSIBLE "FOURTH ZONE"

Street Furniture and Planting Zone (A)

Pedestrian Clearway Zone (B)

Frontage and Marketing Zone (Private Property) (C)

Parklet Zone (Preferred for ADA Accessibility) (D)

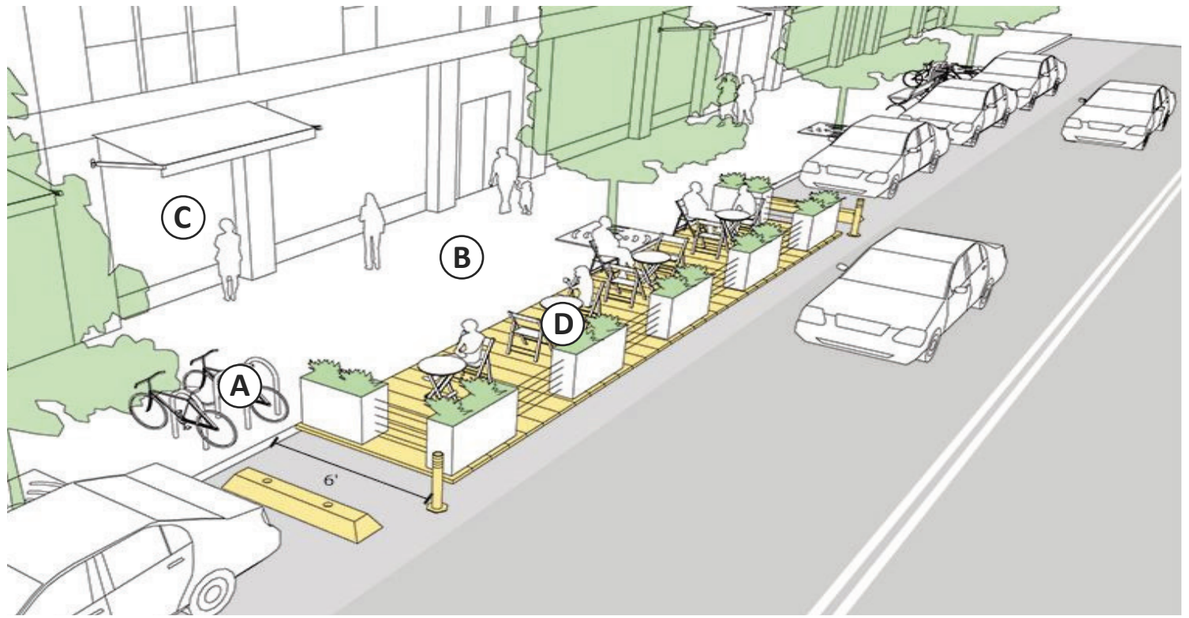


FIGURE 4.1b - POSSIBLE FOURTH ZONE

4.4.2 Municipal Utility Easements

Municipal utility easements shall generally be ten feet (10') wide along the right-of-way. There will also be additional drainage and utility easements within the trails and surrounding park lands. Such municipal utility easements shall be submitted to the Joint Utilities Committee, and ultimately submitted with each plat map and approved by the City according to the City's Ordinance. Due to the density and mixed-use nature of the project, some deviations may be requested. Any such deviations shall be at the sole discretion of the City.

For buildings with setbacks less than 15', the Developer shall coordinate electrical facility locations with St. George Energy Services. The locations of the equipment will be required to meet SGES standards regarding separation from buildings, windows, doors and parking islands. In addition, MUE's will be required for all power lines and equipment.

4.4.3 Roadway Descriptions and Cross Sections

Tech Ridge Parkway and Flash Drive (a portion of which was formerly the East Access Road)

Cross sections of this roadway are illustrated in Figures 4.2 and 4.3.

Roadway Description

Beginning beyond the north end of the site at Bluff Street, Tech Ridge Parkway is an existing two-lane road that extended south along the east edge of the ridge. Tech Ridge Parkway has been realigned to form a new, continuous and consistently named road that extends north-south through Tech Ridge. It connects to the primary existing and proposed off-site roadways of Bluff Street on the north, and Flash Drive to Black Ridge Drive on the south. Tech Ridge Parkway, along with Tech Ridge Drive, facilitates the flow of vehicles through the project for both Tech Ridge and Dixie Technical College.

As the density varies from district to district and projected traffic volumes increase, the new right-of-way (ROW) for Tech Ridge Parkway will vary from 70 feet to 95 feet, depending on the number of lanes and the design of the center turn lane/median. From its north intersection with Tech Ridge Drive, Tech Ridge Parkway extends south as a three-lane road (two travel lanes and a center turn lane or median) through Districts 1 and 2 and west of the Dixie Technical College campus to the second or south intersection with Tech Ridge Drive near District 3. From this intersection, it extends south as a five-lane road (four travel lanes and a center turn lane or median) through Districts 3, 4, and 5 to the intersection with Cloud Drive, the southwest access road that connects to Indian Hills Drive. From the Cloud Drive intersection, Tech Ridge Parkway transitions into Flash Drive , which narrows to 50' right of way as it exits Tech Ridge property, and extends down the east side of the ridge two travel lanes with bike lanes on both sides to a realigned intersection with 250 West Street where the right of way expands to match the existing 250 West Street, and to an intersection with Black Ridge Drive. This intersection with Black Ridge Drive completes the new southeast access road for Tech Ridge.

The design of Tech Ridge Parkway and Flash Drive generally does not include parking along the segment from Bluff Street to the south end of Black Hill View Park. Limited parking is provided on the east side of Tech Ridge Parkway in the vicinity of the linear park. Parking is provided on both sides of the roadway from the Tech Ridge Drive intersection to approximately the south boundary of District 3. The exception may be the restriction of parking on some portions of the roadway in the vicinity of Plan Area 1.6 to preserve views from the roadway to the adjacent linear park and to the west see Cross Section 3a and 3b. No parking is allowed on Tech Ridge Parkway from approximately the south boundary of District 3 to the intersection with Black Ridge Drive. Bicycle traffic/access will be accommodated by sharrows.

Streetscape

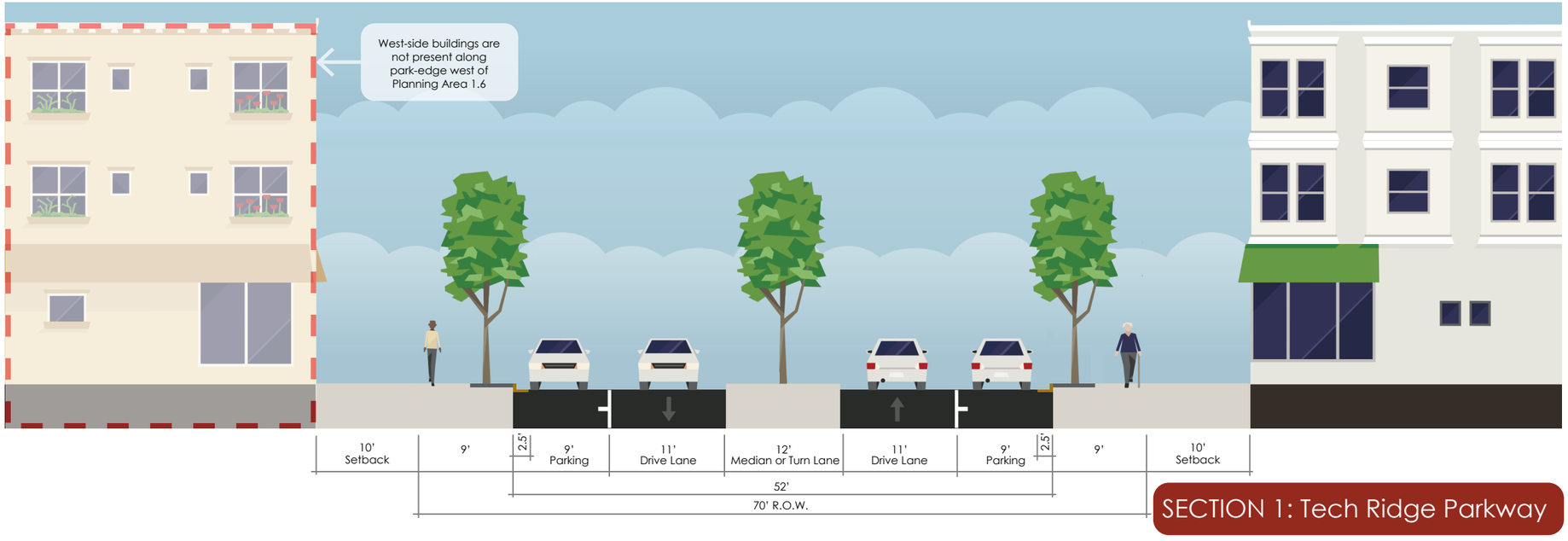
The design of the Tech Ridge Parkway includes the streetscape (areas outside of the back of curb) within the ROW and the building setbacks.

The segment of Tech Ridge Parkway between Tech Ridge Drive and Knowledge Way is shown in Cross Section 1 in Figure 4.2. The park strip includes 9 feet from back of curb, and the minimum building setback is an additional 10 feet, bringing the total streetscape to a minimum of 19 feet. This is a two-lane road with a 12-foot median or turn lane, with parking on both sides. This portion of Tech Ridge Parkway will have some retail uses on the ground floor, and will lead to the retail focus of District 1, which will be on Knowledge Way, west of the intersection of Tech Ridge Parkway and Knowledge Way. The streetscape design shall include landscaped areas adjacent to the curb, a continuous pedestrian travel way, and landscaping or hardscape adjacent to the building façade (see definition of landscaping and streetscape above). This is a pedestrian-focused area which includes a variety of street furniture, and opportunities for outdoor food and beverage service.

The segment of Tech Ridge Parkway in the vicinity of Plan Area 3.2 and Plan Area 3.5 is shown in Cross Section 2 in Figure 4.2. The streetscape includes 8 feet from back of curb, and the minimum building setback is an additional 10 feet, bringing the total streetscape to a minimum of 18 feet. This is a four-lane road with a 17-foot median or turn lane with parking on both sides. Similar to the segment described above, this portion of Tech Ridge Parkway, as well as the area around the Town Square, will be the retail focus of District 3 as well as the adjacent District 2 to the north and District 4 to the south. Typically, the streetscape design will include landscaped areas adjacent to the curb, a continuous pedestrian travel way, and landscaping or hardscape adjacent to the building façade. This is a pedestrian-focused area and includes a variety of street furniture, with opportunities for outdoor food and beverage service.

The segment of Tech Ridge Parkway between the vicinity of Plan Area 4.3 and the intersection of Cloud Drive is shown in Cross Section 3 in Figure 4.3. This is a four-lane road with an 18-foot median or median with left-turn lane with no on-street parking. On the east side, the streetscape design will typically include the 8-foot ROW park strip and 15 feet of sidewalk and building setback. This design approach can vary as designs for the adjacent plan areas are finalized, as long as there is a continuous sidewalk and landscaping with a consistent theme along this frontage. On the west side, the streetscape includes all of the linear park which includes the 10-foot multi-use trail.

The segment of Flash Drive between the intersection of Cloud Drive and the intersection of Black Ridge Drive is shown in Cross Section 4 in Figure 4.3. This is a two-lane road with bike lanes on both sides(50-foot ROW) without on-street parking.

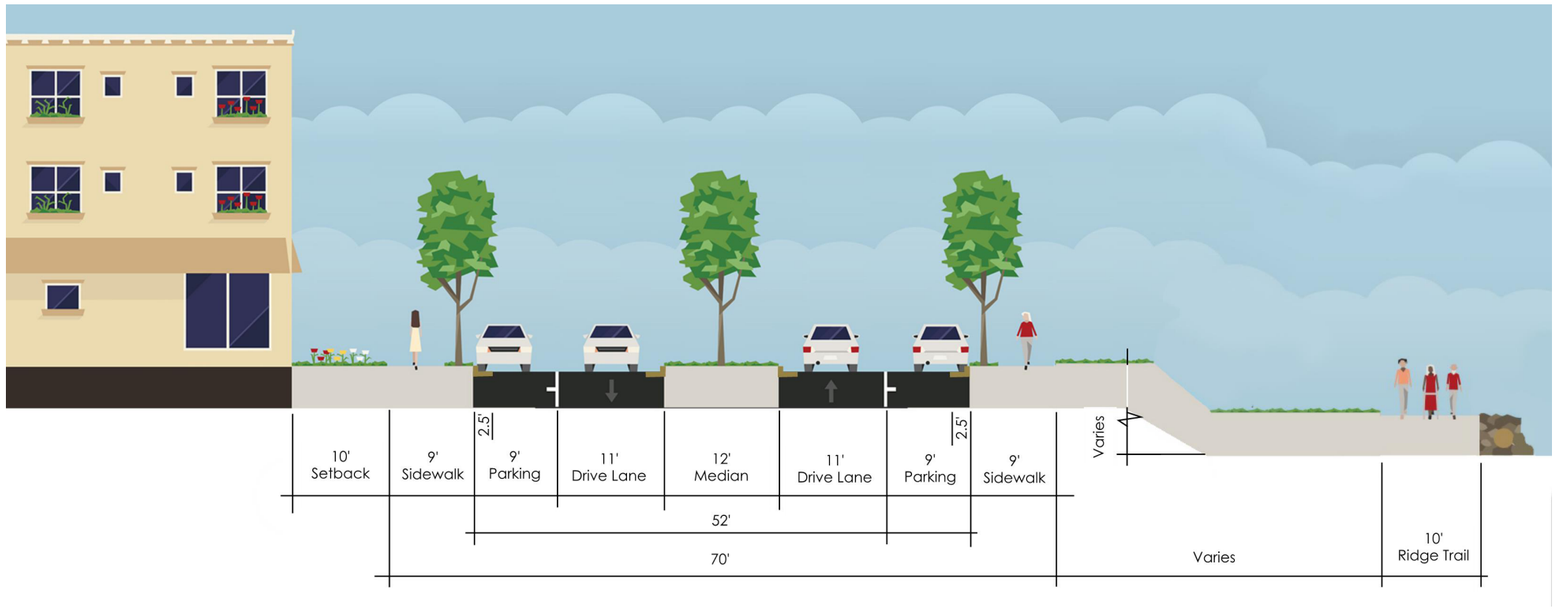


SECTION 1: Tech Ridge Parkway

FIGURE 4.2

Note: Improvements within the curb lines are as dimensioned; the location of the streetscape features, both within the R.O.W and setback, (e.g., multi-use trail, landscaping, sidewalk) are conceptual and will be determined with the approval of the individual plan area projects.

* 9' sidewalk may incorporate a 3' planter, street tree, or sidewalk surface



SECTION 1a: Tech Ridge Parkway

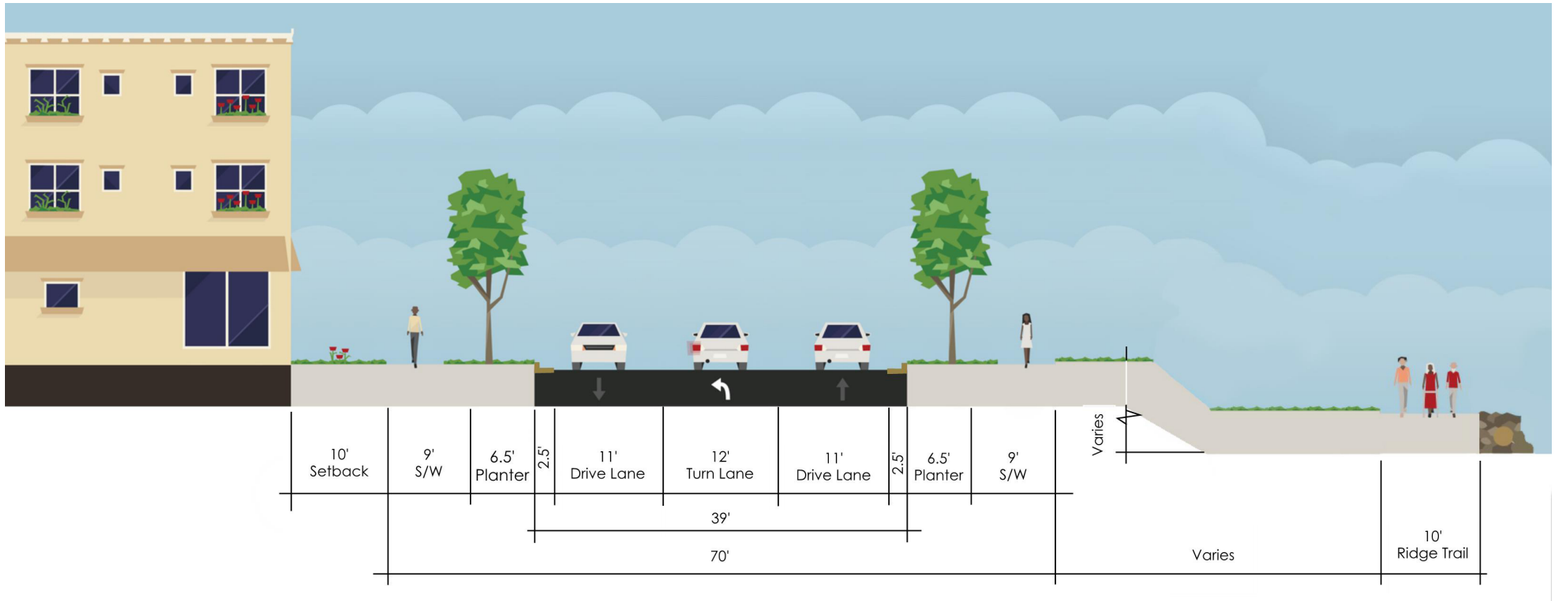


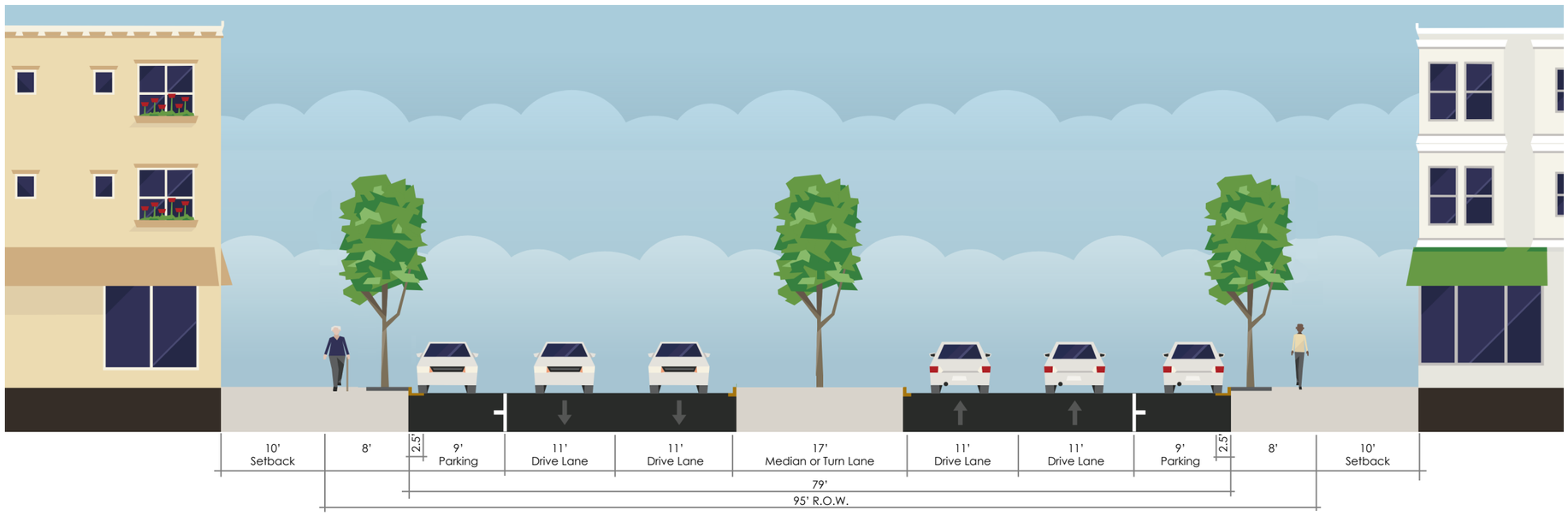
FIGURE 4.3

Note: Improvements within the curb lines are as dimensioned; the location of the streetscape features, both within the R.O.W and setback, (e.g., multi-use trail, landscaping, sidewalk) are conceptual and will be determined with the approval of the individual plan area projects.

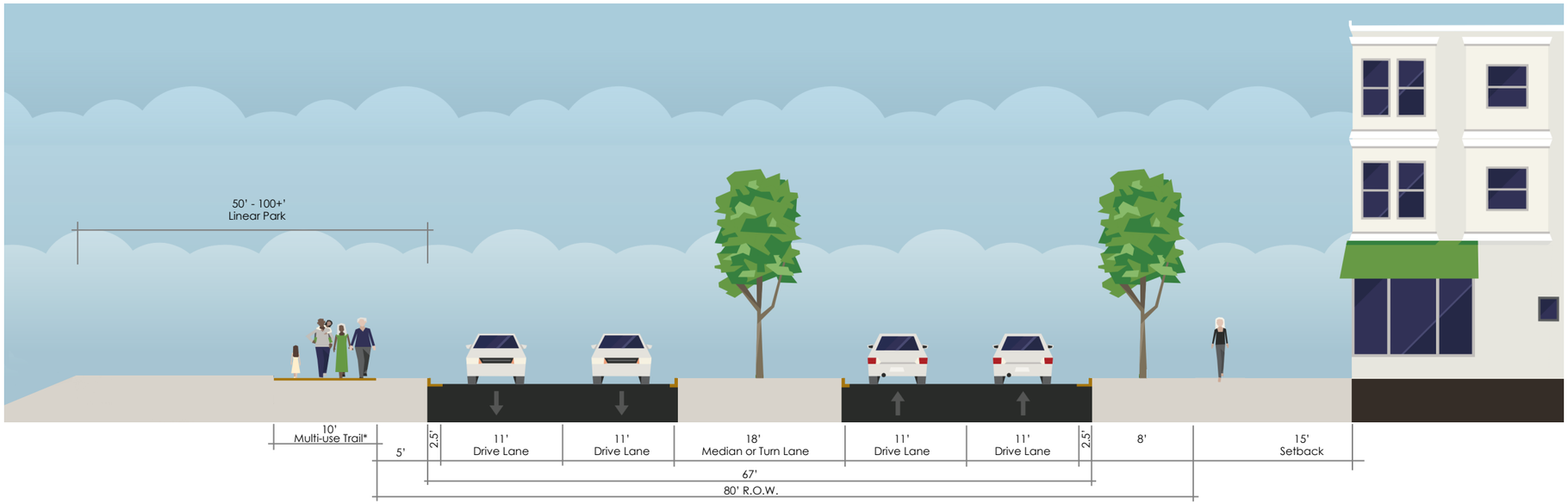
*Multi-Use Trail location varies within the streetscape/Linear Park

* 9' sidewalk may incorporate a 3' planter, street tree, or sidewalk surface

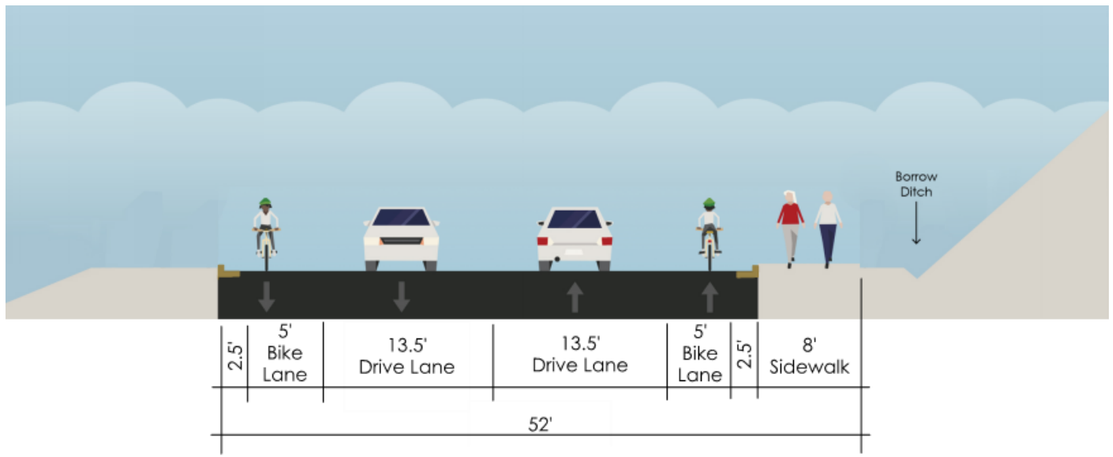
SECTION 1b: Tech Ridge Parkway



SECTION 2: Tech Ridge Parkway



SECTION 3: Tech Ridge Parkway



SECTION 4: Flash Drive

FIGURE 4.3

Note: Improvements within the curb lines are as dimensioned; the location of the streetscape features, both within the R.O.W and setback, (e.g., multi-use trail, landscaping, sidewalk) are conceptual and will be determined with the approval of the individual plan area projects.

*Multi-Use Trail location varies within the streetscape/Linear Park

Tech Ridge Drive

Cross sections of this roadway are illustrated in Figure 4.4, Cross Section 6 and Figure 4.5, Cross Section 7.

Roadway Description

Tech Ridge Drive is a secondary, mostly north-south roadway aligned east of Tech Ridge Parkway along the east side of the Dixie Technical College campus. On the north, it extends from S. Donlee Drive east through the Tech Ridge Parkway intersection, then south to a second intersection with Tech Ridge Parkway at District 3 south of the campus.

Tech Ridge Drive between S. Donlee Drive and Tech Ridge Parkway is a two-lane (75-foot ROW) local road within District 1. Parking is allowed on both sides of the road.

Tech Ridge Drive east and south of Tech Ridge Parkway is designed as a three-lane road (two travel lanes and a center turn lane). On-street parking is allowed on the west side adjacent to District 1 and District 2 plan areas and the Dixie Technical College campus. On-street parking is generally not allowed on the east side adjacent to the linear park. Off-street trailhead parking will be provided at key points along the linear park with potentially short sections of on-street parking in specific locations. A cross section of this 60-foot ROW roadway is illustrated in Figure 4.5.

Streetscape

The design of the Tech Ridge Drive streetscape between S. Donlee Drive and Tech Ridge Parkway includes the park strips (areas outside of the back of curb) within the ROW and, on the north side of the street, one of the 10 planned East-West Park Connectors as illustrated in Cross Section 6 in Figure 4.4. This 25-foot streetscape includes the 10-foot multi-use trail and a park strip. There is no building setback from the ROW along this connector, as the 25-foot streetscape serves as the setback. The streetscape on the south side includes the 10-foot ROW with sidewalk and landscaping, and the 10-foot building setback for a total of a 19 foot streetscape.

The design of the Tech Ridge Drive along the east ridge edge includes the streetscape (areas outside of the back of curb) within the ROW; on the west side, the building setbacks; and, on the east side, the ridge edge linear park as illustrated in Cross Section 7 in Figure 4.5.

The ROW on the west side includes 10 feet from back of curb, and the minimum building setback is an additional 10 feet. The total streetscape is a minimum of 20 feet. The ROW on the east side includes 5 feet, which is part of the linear park that includes the 10-foot multi-use trail. The trail is aligned 5 feet or more from back of curb as illustrated in Cross Section 7 in Figure 4.5. In the vicinity of Plan Area 1.4, Inn on the Cliff and the northern portion of the Dixie Technical College, the alignment of Tech Ridge Drive generally follows the alignment of the former Airport Road. In this location, Tech Ridge Drive is close to the edge of the ridge and, in this constrained location, the linear park width is reduced to the width of the multi-use trail and the trail is placed contiguous to the east curb.

Cloud Drive (formerly, the West Access Road)

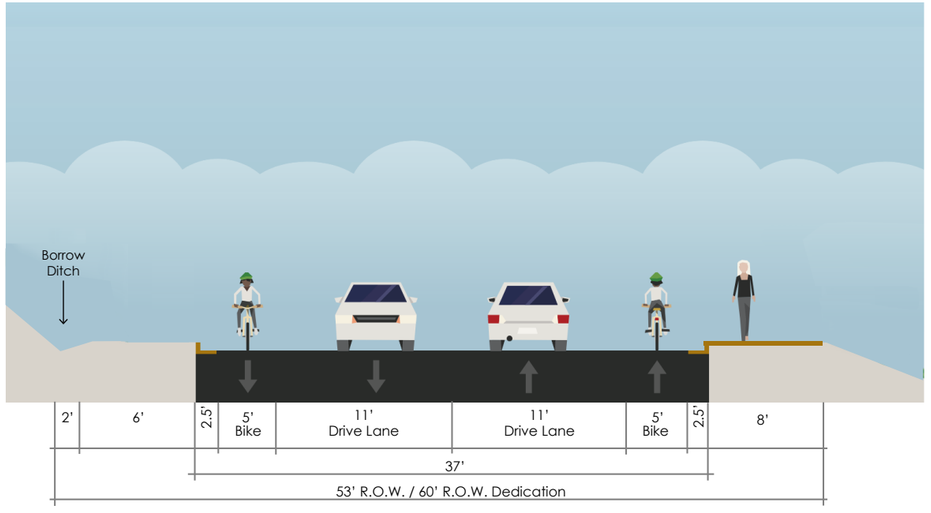
A cross section of this roadway is illustrated in Figure 4.4, Cross Section 5.

Roadway Description

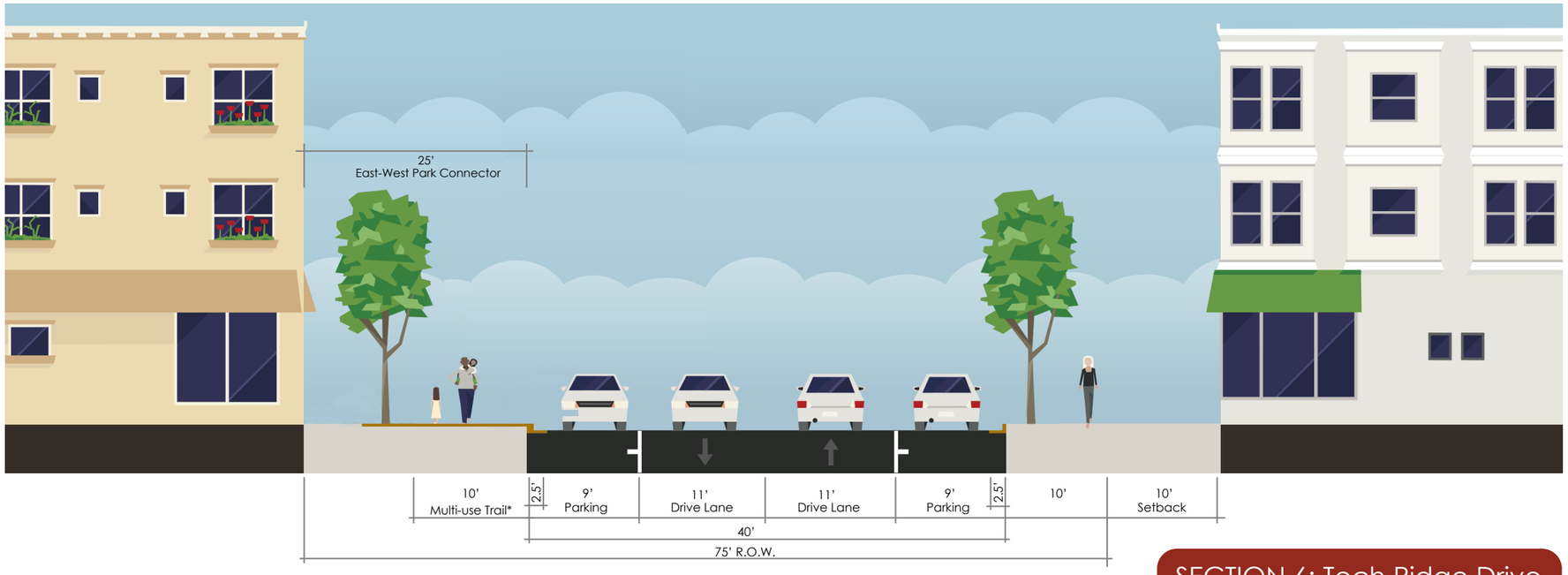
Cloud Drive is the new southwest access road for Tech Ridge. It extends from an intersection with proposed Tech Ridge Parkway down the west side of the ridge as a two-lane road (two travel lanes with bike lanes) to connect to existing Indian Hills Drive. A cross section of this 53-foot ROW roadway as it traverses the slope to the ridge top as illustrated in Figure 4.4. In the vicinity of Black Ridge Cove, a separate offsite project, Cloud Drive widens to a 3-lane road including a center left turn lane.

Streetscape

To limit the impact of grading on the hillside, the streetscape design of the road will include, on one side of the street, a sidewalk within the shoulder. The streetscape on the other side of the road will include only a shoulder and borrow ditch for stormwater as illustrated in Cross Section 5 in Figure 4.4.



SECTION 5: Cloud Drive

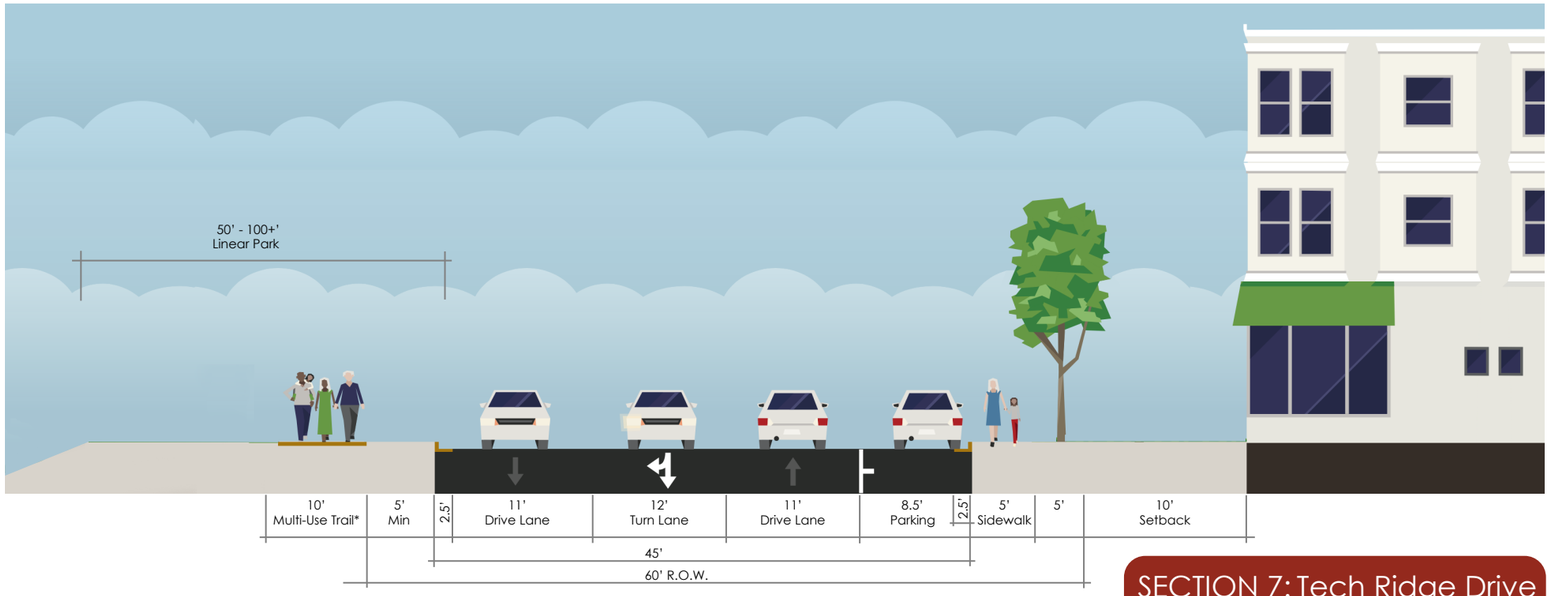


SECTION 6: Tech Ridge Drive
- W. of Tech Ridge Parkway

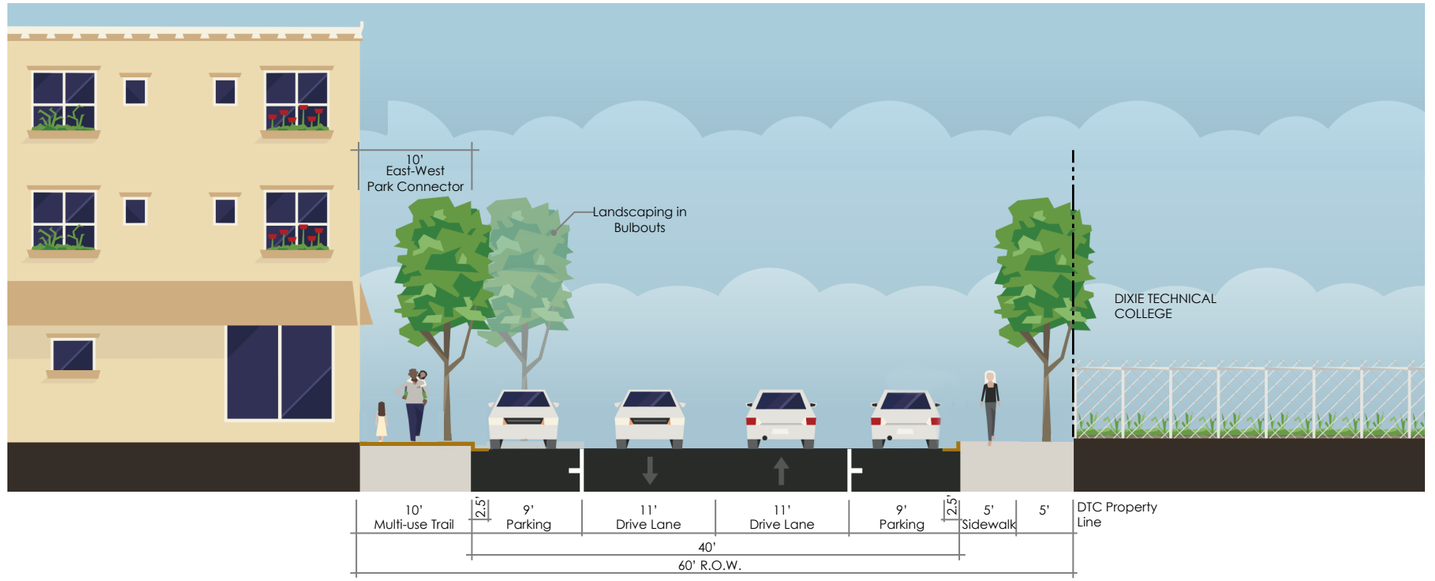
FIGURE 4.4

Note: Improvements within the curb lines are as dimensioned; the location of the streetscape features, both within the R.O.W and setback, (e.g., multi-use trail, landscaping, sidewalk) are conceptual and will be determined with the approval of the individual plan area projects.

*Multi-Use Trail location varies within the streetscape / 25 foot Park Connector



SECTION 7: Tech Ridge Drive - E. of Tech Ridge Parkway



SECTION 8: Knowledge Way - E. of Tech Ridge Parkway

FIGURE 4.5

Note: Improvements within the curb lines are as dimensioned; the location of the streetscape features, both within the R.O.W and setback, (e.g., multi-use trail, landscaping, sidewalk) are conceptual and will be determined with the approval of the individual plan area projects.

*Multi-Use Trail location varies within the streetscape/Linear Park

Knowledge Way (may be re-named)

A cross section of this 60-foot ROW roadway is shown in Figure 4.5, Cross Section 8, when adjacent to Dixie Technical College.

A cross section of this 75-foot ROW roadway is shown in Figure 4.6, Cross Section 9.

Roadway Description

Similar to S. Donlee Drive, Knowledge Way is a two-lane local road within District 1 when adjacent to Dixie Technical College with a 60-foot ROW. It is aligned east-west and extends from Tech Ridge Drive to S. Donlee Drive. Parking is allowed on both sides of the road. When Knowledge Way extends past Dixie Technical College, the ROW increases to 75' with a 10' shoulder with sidewalk, and a 10' building setback.

Streetscape

The design of the Knowledge Way includes the streetscape (areas outside of the back of curb) within the ROW. On the north side of the street, east of Tech Ridge Parkway, is one of the 10 planned East-West Park Connectors. This retail and commercial oriented street is designed differently from the other connectors which include a multi-use trail. The 10-foot streetscape includes a pedestrian corridor adjacent to the curb that is a 10-foot wide linear park connector that expands to 25' west of Tech Ridge Parkway building setback. The total streetscape is a minimum of 10 feet as illustrated in Cross Section 8 in Figure 4.5.

The 9.5-foot streetscape on the south side within the ROW includes a 5-foot sidewalk adjacent to the curb and 4.5 feet of landscaping adjacent to the north property line of Dixie Technical College as illustrated in Cross Section 8 in Figure 4.5.

Cross Section 9 illustrates the design of the Knowledge Way, west of Dixie Technical College. As noted above, this retail and commercial oriented street is designed differently from the other connectors which include a multi-use trail. As described in Section 4.2 Vehicular Roadway and Streetscape Plan, both sides of the street will be designed with a street furniture and planting zone next to the curb, a pedestrian clearway zone and, adjacent to the building, a frontage and marketing zone.

S. Donlee Drive Extension

A cross section of this roadway is illustrated in Figure 4.6, Cross Section 10.

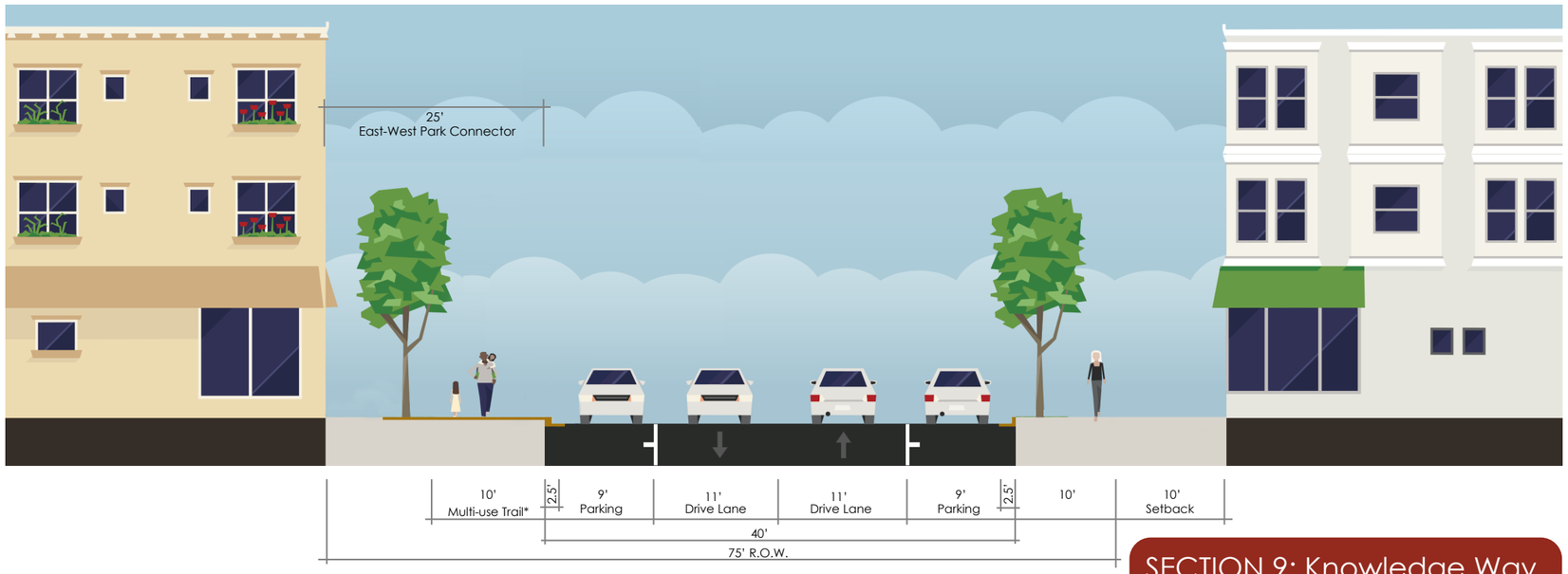
Roadway Description

The existing short segment of S. Donlee Drive is slightly re-aligned and extended south into Tech Ridge District 1 as a two-lane (50-foot ROW) local road. It connects to an intersection with Tech Ridge Drive and terminates at an intersection with Knowledge Way.

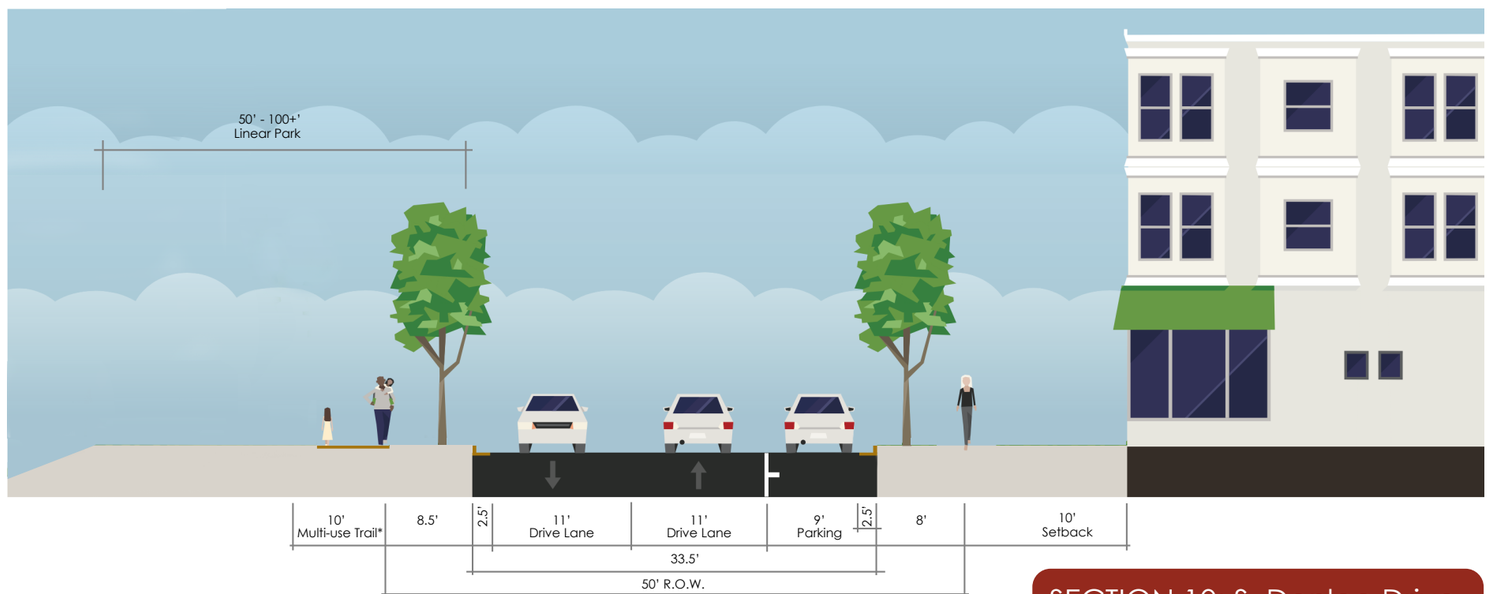
Streetscape

The design of the S. Donlee Drive includes the streetscape (areas outside of the back of curb) within the ROW; on the east side, the building setbacks; and, on the west side, the ridge edge linear park. The streetscape on the east includes the 8-foot ROW from back of curb and the minimum building setback, which is an additional 10 feet. The total streetscape is a minimum of 18 feet.

The streetscape on the west side includes the 8.5-foot ROW and, outside of the ROW, is the 10-foot multi-use trail which is located within the linear park. As space permits, on-street parking is generally allowed on the west side adjacent to the linear park. Off-street trailhead parking will be provided at key points along the linear park along with the potential sections of on-street parking. A cross section of this 50-foot ROW roadway is illustrated in Cross Section 10 in Figure 4.6.



SECTION 9: Knowledge Way - W. of Tech Ridge Parkway



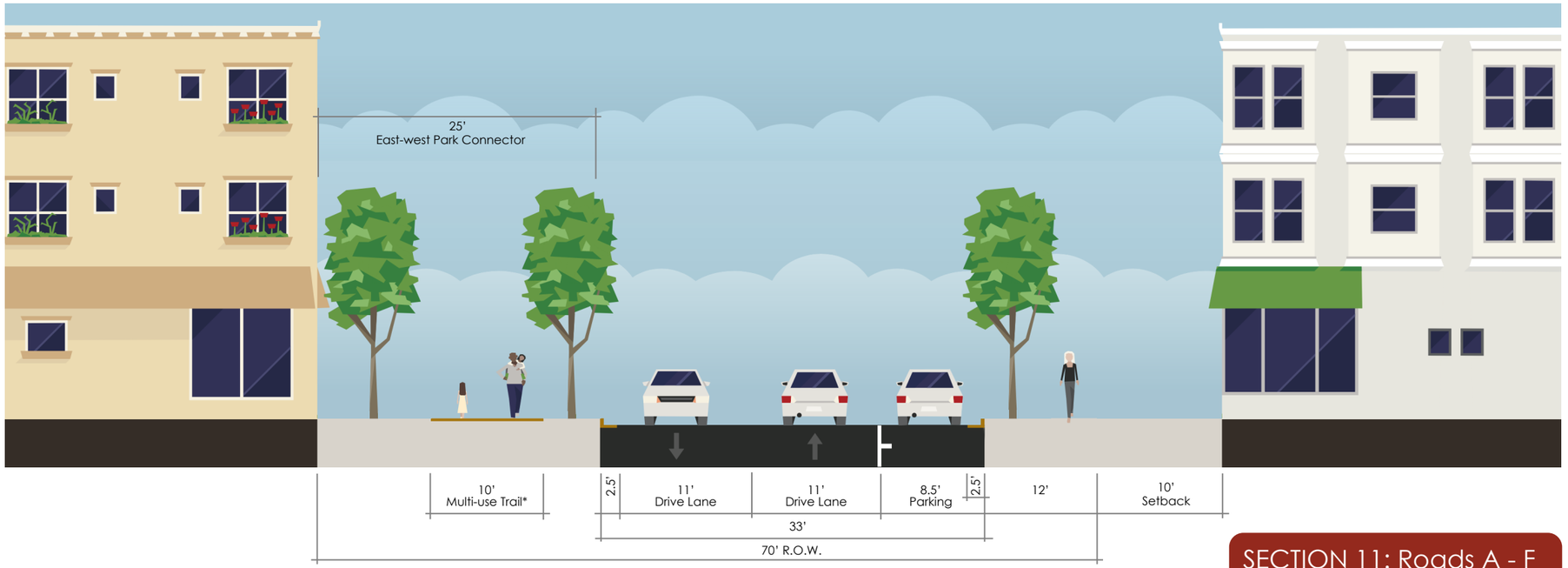
SECTION 10: S. Donlee Drive

FIGURE 4.6

Note: Improvements within the curb lines are as dimensioned; the location of the streetscape features, both within the R.O.W and setback, (e.g., multi-use trail, landscaping, sidewalk) are conceptual and will be determined with the approval of the individual plan area projects.

*Multi-Use Trail location varies within the streetscape/25 foot Park Connector

*Multi-use Trail location varies within the streetscape/Linear Park



SECTION 11: Roads A - F

FIGURE 4.7

Note: Improvements within the curb lines are as dimensioned; the location of the streetscape features, both within the R.O.W and setback, (e.g., multi-use trail, landscaping, sidewalk) are conceptual and will be determined with the approval of the individual plan area projects.

Roads A through F

A cross section of these roadways is illustrated in Figure 4.7, Cross Section 11.

Roadway Description

Roads A through F connect to Tech Ridge Parkway in Districts 2, 4, and 5. They provide access to individual plan areas. If necessary, for circulation and fire access, they will terminate with a suitable turn-around, cul de sac, hammerhead, etc. In some cases, they may be connected to form a loop road for Roads C/D and F connecting to the intersection of Tech Ridge Parkway/Cloud Drive as shown in Figure 4.1. The final design will be determined with the design of the adjacent projects. Typically, they are designed as two lane roads with parking on one side, but other designs and parking configurations can be considered as part of the design of adjacent properties as illustrated in Figure 4.1.

Streetscape

The design of these roads includes the streetscape (areas outside of the back of curb) within the ROW on either the north or south side of the ROW, and one of the planned East-West Park Connectors. This 25 foot streetscape includes a 5-foot park strip adjacent to the street, the 10-foot multi-use trail, and an additional 10-feet as illustrated in Cross Section 11 in Figure 4.7. There is no building setback from the ROW along this connector as the 25-foot streetscape serves as the setback. The streetscape on the opposite side from the East-West Park Connector includes the 12-foot ROW with sidewalk and landscaping and the 10-foot building setback for a total of 22 feet.

4.4.4 Potential Additional Roadways/Connecting Driveways

The site planning for the districts and individual plan areas may identify that additional roadways or connecting driveways are necessary for internal circulation. For example, an internal roadway may be included in the site planning of Plan Areas 3.1, 3.2, 3.3, and 3.4. Other areas may also benefit from this kind of coordinated internal circulation. The nature of these roadways and their alignments will be determined as part of the future detailed site planning of individual or groups of plan areas.

4.4.5 Base Circulation Standards Update

The base circulation standards within the Zone Plan may be updated with an amendment to the Zone Plan.

4.5 Public Transit

As the development of Tech Ridge and Dixie Technical College progresses, the extension of public transit is included in the circulation planning. Tech Ridge Parkway is designated as a future transit corridor. Transit stops are conceptually planned at the following intersections/locations:

- Tech Ridge Parkway and Tech Ridge Drive in District 1
- Tech Ridge Parkway and Knowledge Way in District 1
- Tech Ridge Parkway and Town Square in District 3
- Tech Ridge Parkway in District 4
- Tech Ridge Parkway and Cloud Drive

In addition, if the master plan coordination with Dixie Technical College results in a roadway or trail connection to Tech Ridge Parkway in the vicinity of Plan Area 1.6, then a stop at that location could be provided to improve transit access to the college. Shelters will be provided at all built transit stop locations to provide shade and seating for waiting pedestrians.

4.6 Access Management Policy Deviations

Tech Ridge is an urban project with urban densities. The projected buildout development program will be located on plan areas totaling approximately 92.1 acres. These urban densities require spacing of intersections and driveways at closer intervals than is allowed in the City of St. George Access Management Policy. These deviations are expected to occur on the four-lane portion of Tech Ridge Parkway in Districts 3 and 5. The specific deviations from the Access Management Policy will be as follows:

1. The major collector (Tech Ridge Parkway) minimum signal spacing of 1,320 feet will be reduced to 1,200 feet in District 3. Planning level traffic analysis was performed for this district to determine if traffic would operate efficiently and to ensure vehicle queues would not spill back to upstream or downstream signalized intersections. The analysis showed that the 120 feet of reduced spacing would not have an adverse effect on the intersection level of service and the vehicle queues on Tech Ridge Parkway. The proposed cross section of a raised center median for this roadway in-between the full-movement and signalized intersections will limit access and help maintain efficient traffic flow along the corridor.
2. The major collector minimum full movement intersection spacing of 500 feet will be reduced to 300 feet in Districts 3 and 5. Planning level traffic analysis was performed for these districts to determine if traffic would continue to operate efficiently with the reduced full movement intersection spacing. The analysis showed that with the 200 feet reduced intersection spacing would still allow traffic to operate efficiently. Furthermore, 300 feet street spacing is consistent with the Utah Department of Transportation's access management spacing standards for similar roads. The proposed cross section of a raised center median for this roadway in between the full-movement and signalized intersections will limit access and help maintain efficient traffic flow along the corridor.

4.7 Parking Standards

The parking standards for the residential and non-residential uses in Tech Ridge are identified in Table 4.7-1 below and supersede the existing code. Reduced parking requirements are due to the pedestrian oriented nature of the Tech Ridge plan and the coordinated planning of on- and off-site parking.

4.7.1 Minimum Parking Requirements

Vehicle headlights in all parking areas shall provide screening for areas of adjacent use as per the standards set forth prohibiting headlight visibility on the rim edge.

Table 4.7-1 Minimum Parking Requirements

LAND USE	MINIMUM PARKING STALLS
Residential: Multi-unit Dwelling	2.0 spaces per unit plus 1 guest parking space per 3 dwelling units. - For all residential units, a minimum of one shaded or covered parking space per unit shall be provided.
Hotel	1 space per unit, and 2 spaces for resident manager or owner
Commercial: Office	3.5 spaces per 1,000 square feet
Commercial: General Retail	4.0 spaces per 1,000 square feet
Commercial: Restaurant	10 spaces per 1,000 square feet of dining area including outdoor dining plus 4 space for each 1,000 square feet of non-dining space.
Uses Not Specifically Identified	Projects shall be parked in accordance with the Zone Plan or at ratios consistent with the intent of the Zone Plan.

Parking requirements may be further reduced per Section 4.7.5 Shared Parking Reduction and Section 4.7.7 Transportation Demand Management Plan Reduction. See following pages.

4.7.2 Residential Dedicated Parking and Compact Parking Stalls

a. The residential parking that is provided shall include one full size parking space designated for the exclusive use of each unit.

b. The balance of the resident parking may be comprised of up to 25% for compact cars and may be in a shared common area available for residents and guests.

4.7.3 Parking Dimensions

In Tech Ridge at least seventy-five (75%) percent of the diagonal or 90-degree parking stalls, and parallel parking stalls, shall be provided in accordance with City standards; up to twenty-five (25%) percent can meet the following reduced standard for compact cars: 8’ x 16’ (diagonal or 90 degree parking stalls); 8’6” x 18’ (parallel parking stalls). Compact size parking spaces shall be clearly designated and maintained with pavement paint as “Compact Cars Only.”

4.7.4 Park Land Parking Requirements

a. In Tech Ridge designated off-street and on-street parking for park lands (including trailhead parking) shall be provided at the ratio of 1.5 spaces per acre.

b. Vehicle headlights shall be screened by a wall, a berm, or plantings when parking on the east ridge and facing east and in all interior parking lots where cars face an adjacent property where headlights would be visible.

4.7.5 Shared Parking Reduction

Tech Ridge will own much of the off-street parking facilities to facilitate shared parking as needed. Required parking may be reduced through shared parking when two or more land uses have different parking patterns and/or peak parking demand hours. An agreement must be executed between the Developer and user (e.g., shared parking agreement, parking easement agreement, CC&Rs, etc.) under terms acceptable to the City. The shared parking agreement cannot count public street parking that has been previously committed under an existing parking allocation unless the shared parking agreement also includes an amendment to the previous allocation. The Shared Parking Agreement shall contain the following information:

- Description of uses
- Operational characteristics of uses and hours when the peak parking demand will be experienced IE office daytime use versus office shift work schedules, office use versus restaurant use, etc.
- The number of proposed shared parking spaces
- The location of the proposed shared parking spaces

Up to twenty-five percent (25%) of the parking required for a use may be supplied by a Shared Parking Agreement. If more than 25% is requested, the increase of up to 33% may be considered in the City’s sole discretion. It must be supported by a parking study prepared by qualified experts and supported by a Shared Parking Agreement under terms acceptable to the City.

4.7.6 On-Street Parking

a. In Tech Ridge designated on-street parking can be included when calculating City required parking for commercial, residential, and mixed uses. On-street parking may count towards up to fifty percent (50%) of the required parking spaces and must be located adjacent to the structure. On-street parking shall be striped (angled or parallel).

4.7.7 Parking Location

a. Required parking will be located on site, on street adjacent to the building and adjacent or within reasonable proximity of the building.

4.7.8 Electrical Vehicle Charging Stations (EVCS)

All new parking areas shall provide the electrical expansion capacity and conduit to parking spaces for at least one percent (1%) of the required parking spaces, in order to accommodate the future hardwire installation of EVCS. Additional, for each electric car charging station built within the Project, developer may be permitted to reduce the number of regular parking spaces by an equal number.

4.7.9 Transportation Demand Management Plan Reduction

Parking requirements may be further reduced as supported by a City approved Transportation Demand Management Plan. The reduction depends on the type and extent of the Transportation Demand Management Plan, which could include considerations such as:

- Transit pass subsidy for tenants
- Carpool Program(s)
- Pickup/drop-off curb space for transportation companies
- Subsidized membership to a private car-share company
- Bicycle share program
- Provision of propriety parking spaces for carpool/vanpools
- Bike-repair space located on-site
- Evidence of structural changes in specific or overall parking demand
- Bike storage room(s) on-site for residential areas
- Other considerations approved at the City's discretion
- Transit accessibility [(1)]

[(1)] Parking requirements may be further reduced up to 10% within ¼ mile of public transportation service.

CHAPTER 5
PD-MIXED-USE DEVELOPMENT STANDARDS AND ARCHITECTURAL GUIDELINES.

5.1 Vision

The text and imagery contained within the Tech Ridge proposal describes the development of innovative, contemporary architecture that draws in business and residential tenants. This architecture reflects the technology orientation of the tenants in a public realm that creates new opportunities for interaction and fosters a strong sense of community. In addition, the mixed-use urban character of Tech Ridge and the changing ways employees, visitors and residents live and work in such an environment leads to different requirements for buildings and supporting services. This forward-looking approach leads to more emphasis on joint use and shared use, and the need for adjustments to conventional development standards. It is anticipated that visionary developers will continue to innovate and find new ways to use infrastructure and resources more effectively and development standards will continue to evolve in response to these changes.

5.2 Development Standards and Deviations

The Tech Ridge development standards described below are the governing requirements that apply to the Project and supersede the existing City of St. George Zoning Code. The development standards of the Zone Plan are based on form-based code principles that focus on the overall physical character of the community — particularly how it relates to the public realm — and the importance of the streetscape design. The standards encourage a mix of land uses and will regulate community form, scale, and the interrelationships between buildings, rather than focus on regulating the uses within individual buildings.

The development standards in this section apply to all buildings within the Project to implement the vision and form-based code principles described above.

5.3 Development Standards

Development standards for mixed-Use projects of all use types (office, residential, retail, mixed-use and hotel) shall be subject to the PD-MU form-based standards contained within the Zone Plan. Any other permitted uses are also subject to the development standards within the Zone Plan. For buildings with setbacks less than 15', the Developer shall coordinate electrical facility locations with St. George Energy Services. The locations of the equipment will be required to meet SGES standards regarding separation from buildings, windows, doors and parking islands. In addition, MUE's will be required for all power lines and equipment.

5.3.1 Maximum Residential Units

a. A maximum of 2,400 residential units shall be permitted to be constructed within Tech Ridge.

Residential density is not calculated on a per district basis, but over the entire project development program. Other residential land use requirements and restrictions are in Sections 2.7 and 2.9.

5.3.2 Land Coverage

a. Building lot coverage is permitted up to 95% of the lot acreage of an individual lot or building pad.

The City's ordinances for setbacks, landscaped areas, parking, pedestrian circulation, and park lands are replaced with the requirements set forth in Chapter 3 of this Zone Plan and are a requirement of the Developer. Individual building lots or building pads are designed, sized, and sold to accommodate the building footprint with some additional space for building design flexibility, access, maintenance, transformer locations, and other typical exterior needs of a building. Therefore, the building lot coverage is increased to the limit presented herein with incidental landscaping to cover any lot area not covered by the building, the transformer, and maintenance boxes (see section 5.3.7).

5.3.3 Setbacks

Setbacks in Tech Ridge are established for each plan area consistent with the form-based code approach as illustrated in Figure 5.1, Building Setbacks. The plan areas have setbacks for designated front, rear, and side boundaries. Setbacks shall be measured from the right-of-way. In certain rights-of-way (see Chapter 4, Vehicular and Active Transportation Plan), the 25' East – West Park Connector is within the right-of-way and there shall be 0' setback from that 25' Park Connector. Setbacks vary from 0' to 50' or more, and shall be applied as identified in Figure 5.1, Building Setbacks.

For interior setbacks not described in Figure 5.1, Building Setbacks, the building setbacks will be determined by city code. City ordinance will apply when any portion of the project is adjacent to an existing residential area (e.g. northern boundary of planning area 1.1). There are no additional setback requirements between buildings in any district as the building separations will be regulated by city code.

Architectural projections (building features, shading elements, roof overhangs) into the setback and pedestrian right-of-way, but not into the vehicular right-of-way, at the first-floor level and above may be permitted if approved by City staff based on specific architectural designs.

5.3.4 Lot Size

There is no minimum lot size requirement for any use or for any mixed-use development in the Zone Plan. The PD-MU form-based development standards contained within this Zone Plan shall apply for all projects within Tech Ridge.

5.3.5 Sidewalk Widths

There shall be a continuous pedestrian corridor with sidewalks that vary in width and location per road cross sections as presented in Chapter 4 (See Figures 4.2 through 4.7).

5.3.6 Bicycle Parking

Bicycle parking shall be installed and maintained by developer at a minimum of two bicycle parking spaces per project and one per hundred vehicle parking spaces as per the City's standard. Bicycle parking spaces will be placed at most 100' from building entries and shall not block pedestrian circulation paths.

5.3.7 Landscaping and Landscaped Park Lands

Landscaping in Tech Ridge shall not be calculated on an individual lot/project basis (with the exception of the 5% parking lot requirement), but shall be developed per the Park Lands Concept Plan (Figure 3.1) and as detailed in this Zone Plan and phased in with adjacent development projects at the required percentages.
Areas within individual lots and outside of the building footprint will be improved with landscaping and/or

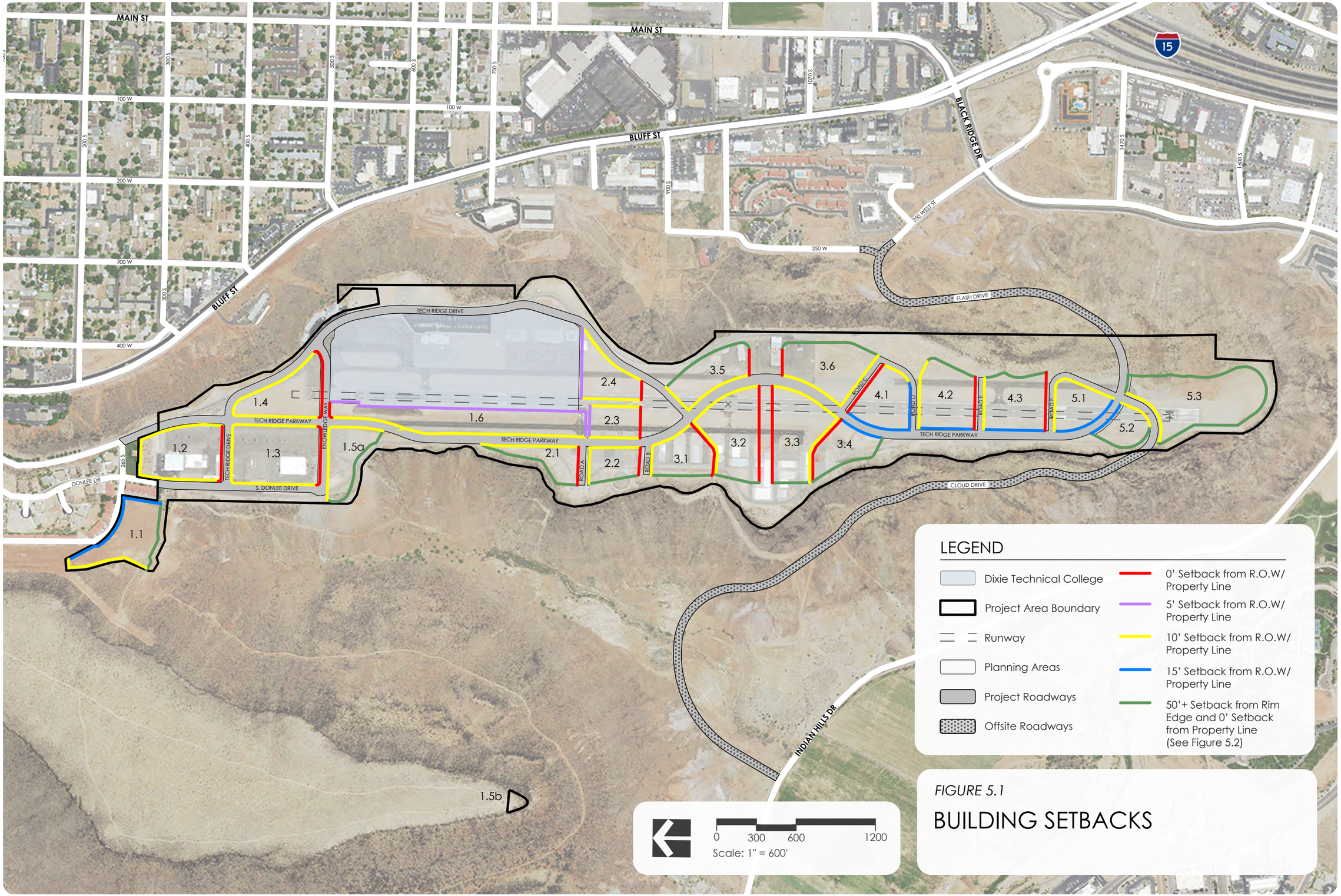


FIGURE 5.1

BUILDING SETBACKS

hardscape according to the approved site plan for each building. The timing of completion for such improvements shall be according to the City's Ordinance or according to the City's conditions of approval for the related plat map, site plan, or building permit. While the Developer may provide, assist with, or manage the landscaping and hardscape within a building lot boundary, the responsibility and the cost is ultimately that of the building lot owner.

a. There is no specific landscape percentage or coverage requirement within a building lot, pad area, or the entire zone plan area. However, outside of the building footprint and within the lot or pad boundary, landscape and hardscape are required at levels consistent with the overall vision of the Zone Plan.

b. Surface parking lots, will have at least 5% of the total surface area as landscaping, including any adjacent landscape areas, in accordance with City ordinance, unless lots have shade structures with solar panels over the parking stalls in which case the required landscaping coverage may be reduced to 3-4%.

c. Due to the development's similarity to a central business district, Tech Ridge will likewise be exempt from the Landscape Strip requirements as outlined in Chapter 23 of the city code, section 10-23-2, Subsection B. However, the zone plan imposes landscape requirements according to the various roadway cross-sections as shown in figures 4.2-4.7.

5.3.8 Floor Use Standards

In Tech Ridge, there is no specific minimum ground floor glass requirement for ground floor residential buildings, but such design features will be subject to the Architectural Design Guidelines and the specific design goals of each building.

a. Non-residential ground floor development shall provide a minimum of 40% glass on the façade of the ground floor—such glass shall be according to the City's Ordinance.

Due to the mix of vertical and horizontal mixed-use planning and the form-based approach of Tech Ridge, any use as approved within the PD can be placed on the ground floor- there is no minimum ground floor use requirement. Likewise, any permitted use can be placed within the upper floors- there is no requirement for upper floors to be only residential dwellings.

5.3.9 Fences

Due to the urban design character of Tech Ridge, there are no fence requirements within the Tech Ridge Zone Plan area.

a. Fencing shall be required between existing residential development outside of the Tech Ridge Zone Plan area and new development within Tech Ridge. Such fencing shall meet the requirements of the City's Ordinance.

5.3.10 Protection of Residential Property

Due to the urban design character of Tech Ridge, there is no fence, wall, additional setbacks, or landscaping requirements to protect residential properties or residential uses from any other surrounding use within the Project area or within the Tech Ridge Zone Plan area.

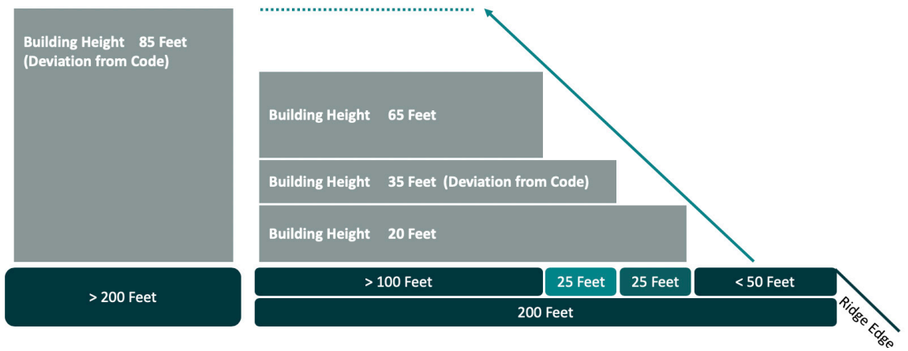
The existing residential area west of Plan Area 1.2 is separated by S. Donlee Drive. Development in Plan Area 1.2 is planned as a residential use and, if ultimately developed as a residential use, no fence or wall will be required unless; a) it is deemed necessary as part of the detailed site plan review of this Plan Area.

5.4 Building Height

In the Zone Plan, the determination of building height will follow the City's Ordinance which measures from the base of the building to the top of the building wall (or top of a parapet wall). As further clarification, unoccupied space for mechanical equipment such as elevator equipment enclosures and heating, air conditioning and ventilation equipment, solar panels, etc., and unoccupied architectural features (such as tower elements) may extend beyond the top of the building wall as long as such equipment or architectural feature(s), if generally visible, area) consistent with the architectural design of the building; b) such feature(s) are less than a third of the roof area; and c) are approved by the City at its sole discretion.

The buildings within Tech Ridge are limited in height as outlined below. As noted in item e. below, Limited Areas, and illustrated in Figure 5.2, Building Height Plan and Ridge Edge Setbacks, there are limited exceptions to the building height setback areas.

East Ridge Edge Setbacks and Building Heights:



a. **< 50 Feet –** Within the first 50 feet of the defined ridge edge, buildings are not permitted. This does not apply to public restrooms, shade structures, information kiosks and similar small park facilities that are part of an approved park plan.

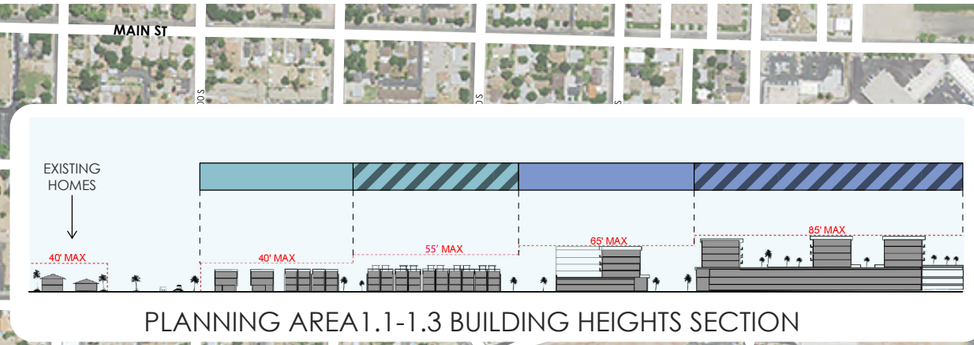
b. **50 - 75 Feet –** Within the area from 50 feet to 75 feet from the defined ridge edge, building heights up to 20 feet are permitted (see illustration above and Figure 5.2).

c. **75 - 100 Feet –** For buildings that are set back from 75 feet to 100 feet from the ridge edge, building heights of up to 35 feet are permitted (see illustration above and Figure 5.2). As illustrated in the Alternate 1 detail the height of 35 feet, permitted in Alternate 2, is within the same step back angle created by the 20 foot and 65-foot structures of Alternate 1.

d. **100 > –** Within the areas greater than 100 feet from the ridge edge, buildings up to 65 feet are permitted (Area A – Non-hatched).

e. **Limited Areas –** In limited areas within Districts 1, 2, and 3 on the west side of the ridge, illustrated in Figure 5.2 with a hatch pattern (Area B- Hatched), buildings up to 85 feet are permitted. In no event shall a building be permitted exceeding 85 feet within 200 feet of the east ridge edge and within 150 feet of the west ridge edge.

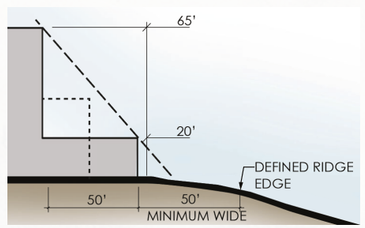
On the west side of Tech Ridge, in four locations, the identified west ridge edge creates a constraint on the adjacent development areas. In these locations, as illustrated in Figure 5.2, building heights up to 65 feet are permitted adjacent to a linear park that is a minimum of 50 feet wide. This has the effect of placing a 65-foot building 50 feet closer to the ridge edge. These four locations will have a minimum visual impact from the residential areas and transportation corridors to the south and southwest of Tech Ridge. Building forms and massing that are articulated to create further step backs from the ridge edge are encouraged.



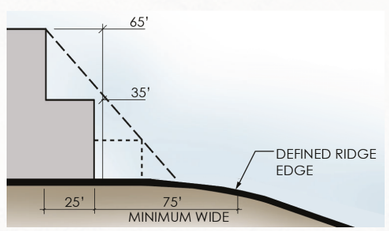
PLANNING AREA1.1-1.3 BUILDING HEIGHTS SECTION

MAIN ST
BLUFF ST
BLACK RIDGE DR
250 WEST ST
250 W
FLASH DRIVE
300 W
400 W
TECH RIDGE DRIVE
TECH RIDGE PARKWAY
KNOWLEDGE WAY
TECH RIDGE DRIVE
S. DONLEE DRIVE
DONLEE DR
ROAD A
ROAD B
ROAD C
ROAD D
ROAD E
ROAD F
CLOUD DRIVE
INDIAN HILLS DR
1070 S
900 S
1420 S
1600 S
265 S
300 S
1.1
1.2
1.3
1.4
1.5a
1.6
2.1
2.2
2.3
2.4
3.1
3.2
3.3
3.4
3.5
3.6
4.1
4.2
4.3
5.1
5.2
5.3

ALTERNATIVE 1



ALTERNATIVE 2



LEGEND

- Dixie Technical College
- Project Area Boundary
- Runway
- Planning Areas
- Project Roadways
- Offsite Roadways
- Height Limit 40' (As per R-3 zoning regulations)
- Height Limit 55'
- Height Limit 65' (Except as modified by adjacency to ridge edge; see alternative section)
- Height Limit 85'
- Height limit deviation due to site edge constraints (based on approval of specific project design)

0 300 600 1200
Scale: 1" = 600'

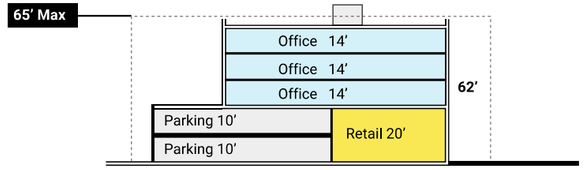
FIGURE 5.2

BUILDING HEIGHT PLAN AND RIDGE EDGE SETBACKS

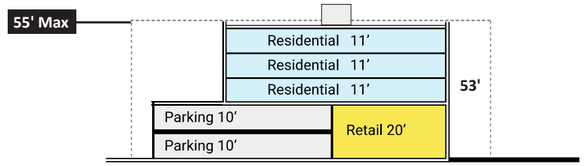
FIGURE 5.2a - 65’ MAXIMUM BUILDING HEIGHT

BUILDING HEIGHT EXAMPLES BY USE TYPE

Typical Office Buildings



Typical Residential Buildings



Typical Hotel Buildings

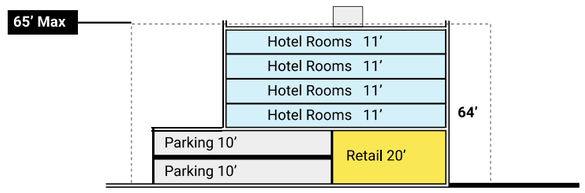
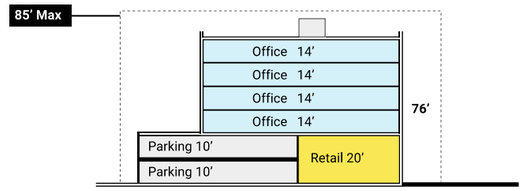


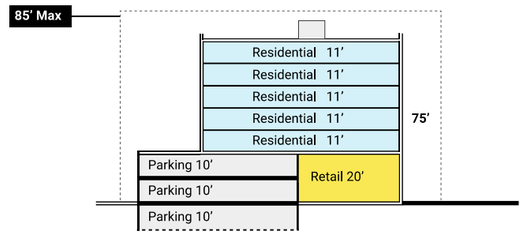
FIGURE 5.2b - 85’ MAXIMUM BUILDING HEIGHT

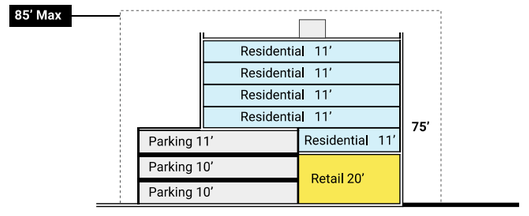
BUILDING HEIGHT EXAMPLES BY USE TYPE

Typical Office Buildings

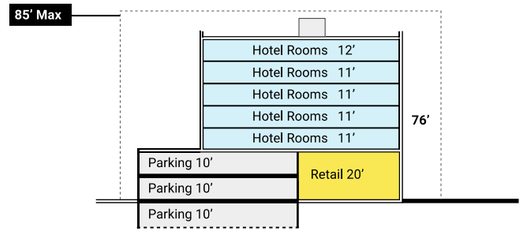


Typical Residential Buildings





Typical Hotel Buildings



5.5 Permitted Uses

The following table identifies uses permitted within Tech Ridge. All uses are required to comply with the Architectural Design Guidelines in Section 5.6 below.

It is acknowledged that new uses evolve over time, so uses consistent with the vision and character of Tech Ridge shall be reviewed and considered by the City. Additions or clarifications to the Permitted Uses, if not deemed substantial, shall be determined at the administrative level with staff review and approval. Use change requests determined to be substantial shall be submitted within a Zone Plan amendment for approval by the City Council.

Table 5.5-1 Permitted Uses

PERMITTED USES
Agriculture (Indoor or Greenhouse Only)
Urban Farm, Community Gardens, Specialty Gardens, Small Production, Vertical Farm (including commercial)
Commercial/Office/Medical
General and Specialty
Film and Video Production, Light Manufacturing, Assembly, and Distribution
Professional, Administrative, Medical, Dental, Vision, and similar type uses
Hospital, Small Hospital, Emergency Care Facility, Clinic
Veterinary Office, Clinic
Hospitality
Major, Minor, Resort, Bed & Breakfast Inn
Recreational/Fitness
Private and Public recreational and Fitness Facilities
Athletic Club, Spa, Training Facility, General Fitness Facility
Residential/Home Occupations
Multi-family Dwellings (for-rent, for-sale)
Townhomes (for-rent, for-sale)
Community Facilities and Amenities
Retail/Restaurants/Entertainment
General Retail (Maximum 20,000 square feet per building)
Commercial Service (Maximum 5,000 square feet per building)
Cultural and Artistic Uses, Art Galleries
Farmers Market, Craft Market, Seasonal Market
Financial Institution
Neighborhood Serving and Personal Services (Maximum 5,000 square feet per building)
General Restaurants (including upscale, casual, fast-casual, Café, Coffee House, Deli)
Sports Bar, Bar or Lounge (including entertainment and outdoor dining)
Temporary Food Sales- Kiosks/Mobile, Farmer's Market
Nightly Entertainment, Indoor/Outdoor Event, Indoor/Outdoor Theater, Stage Production, Nightclub
Indoor Entertainment Facility, Live Theater, Movie Theater
Multi-Use Sports/Entertainment/Performance Facility
Service
Child Care Center
Public and Quasi-Public Institution – Church, School, Museum, Library, Post Office, Fire Protection, Police
Conference Center, Convention Center, Reception Center
Parking Lot, Parking Structure
Temporary Structures – Construction Trailer or pre-fab building, Sales Trailer or pre-fab building in conjunction with an approved building permit
Essential Utility Facilities, Services, and Structures
Telecommunication Facilities, Antenna on buildings, Antenna/Equipment on/in Poles (1)
Park Lands (Figure 3.1)
Town Squares
Community Parks
Linear Park Connectors
East/West Park Connectors
Trails/Pedestrian Connectors

(1) Antennas and Mounting Structures on Public Right-of-Way: Antennas and mounting structures are permitted on the public sidewalk and on a public right-of-way if they are contained within or mounted on the approved light poles or similar poles. Such equipment shall be an integral part of the pole design. See Section 5.8.1 Street and Exterior Accent Lighting.

5.6 Architectural Design Guidelines

Contemporary architecture with its characteristic simplicity of forms—functional, flexible, and flowing spaces, exposed structure, visual weightlessness, and lack of ornamentation—is intended to characterize the architectural design of commercial, residential, and mixed-use structures in Tech Ridge. For Tech Ridge, contemporary architecture is the architecture of the 21st century, and no single previous architectural style is dominant. The different styles and approaches have in common the use of advanced technology and modern building materials, which allow construction of buildings that are more efficient, lighter, and stronger. To ensure high quality and compatibility of architecture in Tech Ridge, the Developer and/or its architectural review committee will first review and approve any architectural designs. The City will subsequently review all architectural designs through their permit process and determine if they are consistent with the Zone Plan design standards.

5.6.1 Key Design Characteristics

Contemporary buildings tend to be highly functional and often push the limits of what can be defined as contemporary architecture. For the buildings within Tech Ridge, several defining characteristics are expected:

Roof – Contemporary architecture often places much attention on the roof. Flat, overhanging roofs are a common way to add striking design elements while providing additional shady areas within or adjacent to the structure, and still protect the overall structure from the elements.

Interior Space – Natural light is used to illuminate the interior of the building. This is often achieved through the presence of skylights on flat or low-pitched roofs, and the prevalence of large glass areas on the exterior walls. The interior of buildings is distinguished by large continual spaces that are achieved by the modification or elimination of many interior walls. Exposed beams, sanded and specialty finished floors, and large expanses of lightly colored ceilings and walls are three more characteristics that add to the airy feeling of contemporary architecture.

Exterior Materials – In contemporary architecture, exterior walls are often combinations of simple natural elements as well as newly developed state-of-the-art synthetic materials. Outside walls may feature large windows or plates of glass with irregular or unusual shapes and patterns. Typically, decorative trim and molding are kept to a minimum.

Outdoor Relationships – Contemporary design emphasizes incorporating the newly created building into the adjacent landscaping and public realm. The differentiation of the indoor and outdoor areas is intentionally blurred, and indoor activities easily extend into the adjacent outdoor spaces.

In addition to the general characteristics of contemporary architecture described above, the following architectural design guidelines outline basic design principles that are intended to produce high-quality buildings and memorable urban places. They are not intended to prescribe any specific design solution, but to encourage innovative urban design and form.

5.6.2 Building Bulk and Massing

- Building massing should be reduced through the appropriate application of building articulation, varying building planes, and the use of architectural elements consistent with the building design and form.
- Building bulk and massing should be reduced through changes in building height and roof form, and the introduction of pedestrian–scaled elements on the ground floor along the street frontage.
- Rooflines should vary the height and silhouette to create a sense of dimension, scale, and appropriate architectural detail.
- Continuous stretches of uninterrupted façade are discouraged. The street wall façade should exhibit variety with varying material, colors, massing, fenestration, storefronts, public art, or other architectural elements that are well composed.
- Glass, windows, and other architectural accent features should be utilized to add visual interest, and to add depth and scale to building frontages.
- Entries should be well defined and easily identified by incorporating a building offset; or incorporating elements such as changes in colors or materials, signage, pathways, wayfinding, landscaping or other architectural elements.

5.6.3 Pedestrian Scaled-Elements

- Buildings should be designed to generate a pedestrian-oriented streetscape being placed at or near the sidewalk.
- The base of the building should be differentiated from the rest of the building façade with treatments such as different textures, colors, material, and distinctive architectural treatments.
- For residential buildings, architectural breaks should be provided to achieve a residential scale.
- Activate the ground plane of residential buildings with residential lobbies, unit entries, stoops and porches or incorporate a landscape buffer.
- On specific retail-oriented streets, provide active ground floor uses along the street frontage.
- Building entries and front doors should be situated to activate and engage the street and the pedestrian realm.

5.6.4 Colors and Materials

- New buildings should be made of durable and high-quality materials which are suitable to the climate to provide longevity in Southern Utah.
- Materials and colors should be used to reinforce variations in building massing. Materials and color should suggest form changes and turn corners so there is a substantive reading of form and material together.
- Materials may vary in the vertical plane. Buildings should exhibit greater detail and higher quality materials at the lower levels, where viewed by pedestrians, and contribute substantially to the streetscape.
- Materials should vary in tandem with massing, with changes in materials to emphasize entrance lobbies and massing changes or differentiate uses or tenants.
- The finish texture and color of materials should be compatible with materials used in Tech Ridge and be consistent with the overall architectural vision.
- Buildings should have a simple color palette that reinforces building massing.

In addition to the contemporary architectural style of buildings, a distinctive feature of Tech Ridge will be the use of materials and color. Buildings and architectural features will use a range of colors found in the Southern Utah setting from subtle lighter colors to the bolder, richer colors. The palettes below are representative of the wide range of possible materials and colors, from subtle to bold, that will be used creatively to help achieve an urban environment that celebrates the local natural environment.

5.6.5 Materials and Color Palette 1

The design of the contemporary buildings at Tech Ridge will focus on creating contrast in color, materials and texture. The primary exterior façade materials include aluminum, glass, steel, stone/masonry/concrete and will provide a "cool-tone" base palette. In addition, new exterior building materials, such as "rain-screen" wall system technologies, will continue to be evaluated for application at Tech Ridge. The cool tone base palette allows for the desired contrast to be achieved through the application of Palettes 2 and 3.



5.6.6 Materials and Color Palette 2

Palette 2 is intended to provide both subtle and stark contrast to the modern materials shown in Palette 1. It is typically expected to be used in fewer areas than Palette 1 and should not detract from the contemporary and technical feel of the overall Tech Ridge environment. This palette includes warm, strong colors and texture variations similar to those found in the surrounding natural environment. Some of these natural colors are grey/green, lighter and darker shades of reds and browns, beige and sand. The selective use of material and color Palette 2 will be an important way in which the building is connected to the local environment.



5.6.7 Materials and Color Palette 3

The accent colors of Palette 3 will be another key element for the Tech Ridge buildings. It is typically expected to be used in fewer areas than both Palettes 1 and 2. The use of these bold and rich materials and colors as minor accents will complement and dramatically contract the cool tones of Palette 1. This use of strong and vibrant colors will help visitors identify entry locations, signage areas and draw attention to specific elements of the buildings at Tech Ridge.



The following illustrations include Tech Ridge District 1 buildings that are currently poised to begin construction or are in the design process. They are illustrative of the contemporary design described above. The following photos show existing commercial, residential, and mixed-use buildings that are designed consistent with the vision for the Tech Ridge contemporary architecture.

The images depicted herein are for illustrative purposes only, depicting specific architectural elements in each architectural style and may or may not meet all requirements as established herein. All building developers shall submit site plans, illustrative architectural renderings, and material boards as part of the City approval process.

COMMERCIAL + COMMERCIAL MIXED-USE

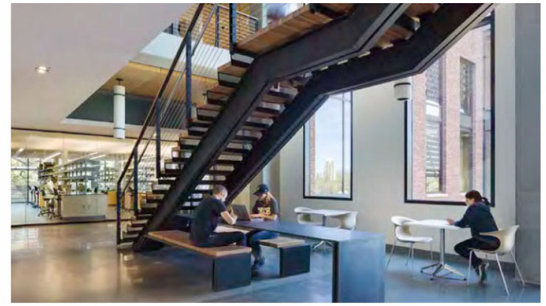






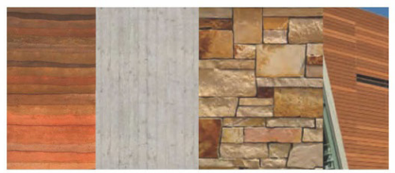


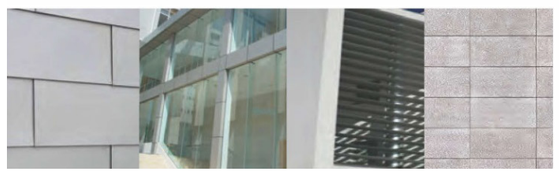














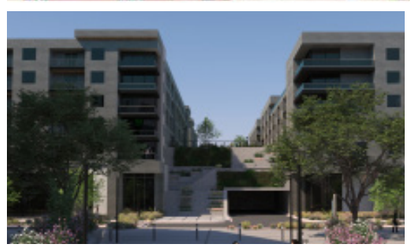
RESIDENTIAL + RESIDENTIAL MIXED-USE

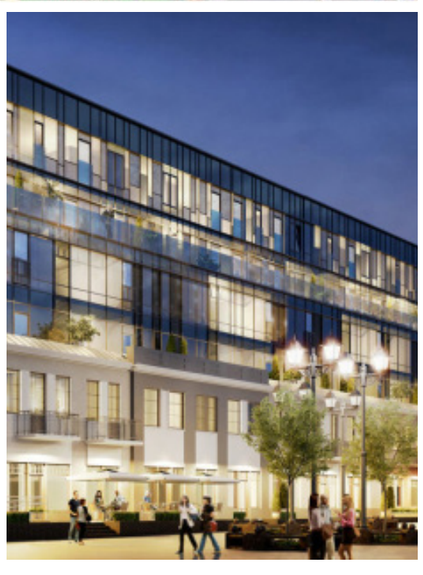


















5.7 Site Development Features

5.7.1 Lighting Plan - Street and Exterior Accent Lighting

The streetlights within the Tech Ridge development will be contemporary style fixtures consistent with the contemporary architecture of the buildings. Exterior accent lighting and smaller-scale light fixtures, light bollards, etc., will also be a contemporary in style and compatible with the design of the streetlights. The design of lighting will also be responsive to the preservation of “dark skies” and limit light spillover.

The photos below illustrate the selected streetlight and examples of smaller-scale fixtures that would be appropriate for accent and pathway lighting.

- The **Philips Urbanscape** fixture (or similar) will be used throughout Tech Ridge for the street lighting.
- The **Gardco P26 Pureform Series**, a compatible fixture, will be used for the surface parking lot lighting.

The new off-site Tech Ridge access roadways from Black Hills Drive and Indian Hills Drive will use standard streetlight fixtures approved by the City. In Plan Area 1.4 and District 1, the pedestrian pathways between buildings and town square areas will use the Philips Pureform bollard (or similar). For other Plan Areas and Districts additional bollard designs and lighting attached to individual buildings may be used to achieve variety in the architectural and public space lighting.

The lighting will meet the IESNA requirements for illumination levels. Street lighting and other lighting near the ridge edge will be shielded to focus on the surface to be illuminated and minimize visibility from offsite properties below the ridge.

Building mounted wall signs that are oriented to the interior of the project area may be internally lighted or back lit. Wall signs near the edge of the ridge that are oriented outward shall have no lights.

SGES will not be responsible for smaller scale lighting (e.g., bollards, pedestrian lights, etc.) which is referenced in the zone plan. These lights will be private and metered. Street lights will comply with city code and match the bulbs and fixtures currently installed in Tech Ridge (previously approved by St. George City).

5.7.2 Residential Amenities

Residential projects will provide recreational and enrichment amenities (per St. George Code). The number of amenities required in Tech Ridge will be one less than St. George City Code because of the abundance of Park Land (60+ acres). The number of amenities will be according to the size of the residential development as follows:

Table 5.7-2 Quantity of Residential Amenities

UNITS	AMENITIES
1-50	0
51-100	1
101-200	2
201-300	3
For residential projects in excess of 300 units, add 1 amenity for each 100 additional units or fraction thereof.	

BOLLARD LIGHTS + STREET LIGHTS + PARKING LOT LIGHTS

















5.7.3 Signs - Entry Monuments, Signage, and Wayfinding

Tech Ridge has a comprehensive design plan for the arrival entry monuments and key directional signage and wayfinding features as illustrated in Figure 5.3, Entry Monuments, Signage, and Wayfinding. The elements of this plan are described below and illustrated with images of the designs and materials. The monuments and signage are architecturally compatible with the contemporary architectural design of the buildings, and contribute to the overall streetscape design for Tech Ridge.

Arrival Gateway Monument – On the north, the intersection of Tech Ridge Parkway and Tech Ridge Drive, and on the south, Tech Ridge Parkway and Cloud Drive are the key arrival points for Tech Ridge. These intersections and roads will convey the sense of arrival with distinctive entry monuments and landscaping.

a. The height of Arrival Gateway Monuments is limited to 25 feet.

The arrival gateway monument incorporates design elements of the pavilion in Plan Area 1.4. Acknowledging the historic use of the site, the angular vertical element depicts the form of an airplane tail. The vertical poles, set at different angles, are also a design feature of the pavilion. Their use in the arrival gateway design creates a unique visual statement.

Key Location Monuments – Key location monuments may be located at the entrances to districts or other key intersections or navigation points. In addition to the height requirements noted above, adjacent to the linear park, building forms and massing that are articulated to create further step backs from the ridge edge are encouraged. Potential locations of key location monuments on the north are the intersection of Tech Ridge Parkway and Bluff Street, and on the south are the intersections of Tech Ridge Parkway and Black Ridge Drive as well as Cloud Drive and Indian Hills Drive.

a. The height of Key Location Monuments is limited to 15 feet.

The design of these smaller scale signs retains some of the same forms and materials as the gateway monuments.

Commercial Building Monument Signs – Commercial Building monument signs may be located near individual buildings or groups of buildings and are intended to focus on the primary tenants of those buildings. A design of a building monument sign illustration is provided and maintains, in a horizontal form, some of the same angular forms and materials of the other signs.

a. The height of a Commercial Building Monument sign is limited to 4’.
b. There shall only be allowed one monument sign per street frontage per building.

Projecting Signs – Signs with business names and associated graphic designs may project from the building façade. Projecting signs, awnings, marquees, etc., may project into or over any public street right-of-way within Tech Ridge, but shall not project over a vehicle travel lane.

a. Freestanding and Projecting signs may project a maximum of four feet (4') from the building, provided such projecting sign has a minimum ground clearance of ten feet (10') over any sidewalk or street right-of-way.
b. Awning signs may project over the street right-of-way, but not a vehicle travel lane, provided there is a minimum ground clearance of eight feet (8').

Wayfinding Signage – At key locations along Tech Ridge Parkway and elsewhere, the Wayfinding Signage will provide additional location and directional information. Wayfinding Signs are permanent signs.

a. The height of Wayfinding signs is limited to 10 feet.
b. Wayfinding signs may list projects, buildings, and businesses within Tech Ridge.
c. Wayfinding signs, while permanent, may contain temporary, promotional information such as “Grand Opening,” “Coming Soon,” etc.

Wayfinding signage may be in several sizes from 5 to 10 feet and will also have shared design elements with the monument signs.

Directional and Information Signs – Smaller-scale signs and wayfinding features with several designs and formats will be used throughout Tech Ridge to assist drivers and pedestrians as they travel to their desired destinations. This will include interpretative signage and historical markers within the park lands.

a. The height of Directional and Information signs is limited to 10 feet.

The preliminary location of the arrival gateway monuments and the key location monuments is illustrated in Figure 5.3 Entry Monuments, Signage, and Wayfinding. All freestanding monuments and signage will be owned and maintained by the Developer.

Primary Business Signs Attached to Building Walls/Façades (Primary Wall Signs) – Business and tenant names will be attached to the upper portion of the façade of the structure. The two major occupants or the tenant who has acquired the building naming rights may attach Primary Business Signs to the upper portion of the building façade.

a. Each Commercial Building is permitted to have up to two large Primary Business signs, each limited to 50 square feet, but in no event shall they exceed 20% of the face of the front building façade to which they are attached and 10% of a side or rear wall. These two large Primary Business signs may be for one tenant, or each of the two signs may be for two individual tenants.
b. Each Primary Wall Sign may be for a unique business, occupant, or use.

Secondary Business Signs Attached to the Building Walls/Facades (Secondary Wall Signs) – Additional occupants, including retail tenants, may have individual Secondary Business signs generally located on building levels corresponding to their occupied space or for retail tenants adjacent to or above their occupied space.

a. The Secondary Business signs may be installed based on the frontage of the side street as per city code.

Signs and Electronic Message Signs (EMS) – Electronic Message signs are permitted in Tech Ridge including next to residential and retail uses.

a. Electronic Message signs shall not include sign rotation or movement.
b. Electronic Message signs shall not be visible from off the ridge.
c. Electronic Message signs shall not be located next to existing residential areas.
d. Flashing or blinking signs are prohibited.

Construction or Promotional Signs – Construction or Promotional signage is temporary signage and shall be permitted for all land uses within Tech Ridge. They may be used to promote the Tech Ridge Master Plan, or a portion of Tech Ridge such as a district, plan area, parcel, or project. Promotional Signs may also be used to promote businesses, activities, or events within Tech Ridge.

a. Promotional Signs for development, sale, or lease of Tech Ridge parcels or projects may be up to sixty-four (64) square feet, limited to two per parcel or project, and shall be removed within thirty (30) days of the issuance of a certificate of occupancy for at least 80% of the building or buildings. Such signs shall be maintained in good repair and shall ultimately be removed when the planning area in which it exists is 90% built out.
b. Promotional Signs for businesses, activities, and events may be up to thirty-two (32) square feet and shall be removed within thirty (30) days of the completion of an activity or event. Promotional Signs for businesses, other than signs on such business' premises, shall be limited to the first year of operation for such business.
c. Promotional Signs shall not exceed fifteen (15) feet in height.

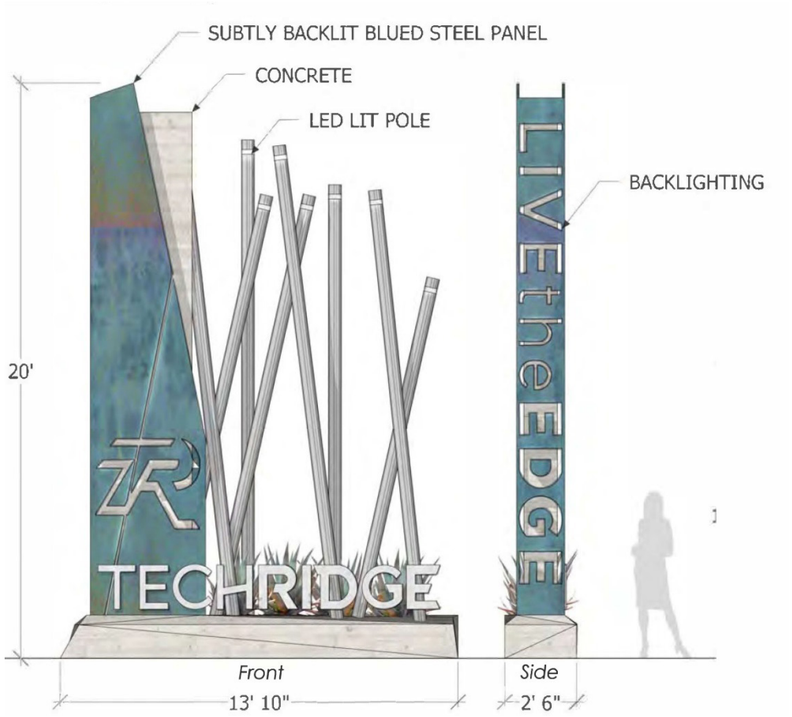
Street Signage – The City's standard street signage design shall be used unless a deviation is approved at the City's sole discretion. An example of a possible deviation is within the Wayfinding Examples.

All signage design, location, illumination, maintenance, and restrictions shall be controlled within the CC&Rs and may have more restrictive standards.

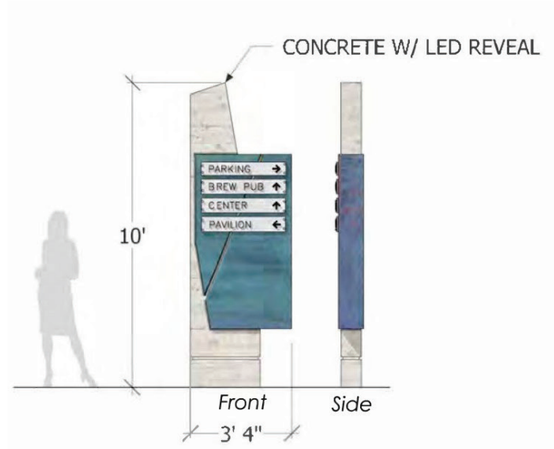
*These design techniques may also be used in combination as illustrated in the following elevations.

SIGNS - ENTRY MONUMENTS, SIGNAGE AND WAYFINDING

ARRIVAL GATEWAY MONUMENT



KEY LOCATION MONUMENT + WAYFINDING SIGNAGE



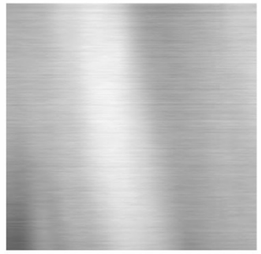
STREET SIGNAGE



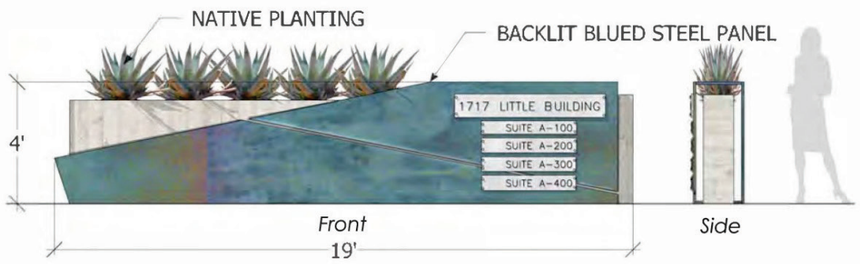
MATERIALS


Boardformed Concrete


Blued Steel


Stainless Steel

BUILDING MONUMENT



SMALL BUILDING MONUMENT

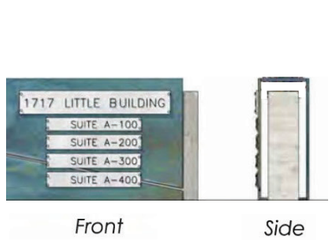




FIGURE 5.3

ENTRY MONUMENTS, SIGNAGE, AND WAYFINDING

5.7.4 Parking Garage Design

The Tech Ridge land plan is designed to minimize the reliance on personal vehicles and to minimize the visual impact of parking areas. In addition, the land plan also prioritizes parking garages over surface parking. Surfacing parking may be used in the early stages of the project buildout, later to be replaced with parking garages, or it may be permanent in areas where parking garages are not feasible either due to site constraints or cost. The visual impact of both parking garages and surface parking will be minimized when possible.

a. Parking garages shall be located in the interior of Plan Areas with buildings located between the parking structures and the main circulation roadways shown on Figure 4.1.

b. Parking garages shall be designed to screen vehicle headlights.

In some cases where development pad sizes or pad shapes are restrictive, parking garages may need to be located adjacent to the street right-of-way. In these situations, the Developer will propose a site-specific layout and parking garage design incorporating one or more of the following design approaches along the ground floor frontage. Such proposals shall be reviewed and approved by the City at its sole discretion.

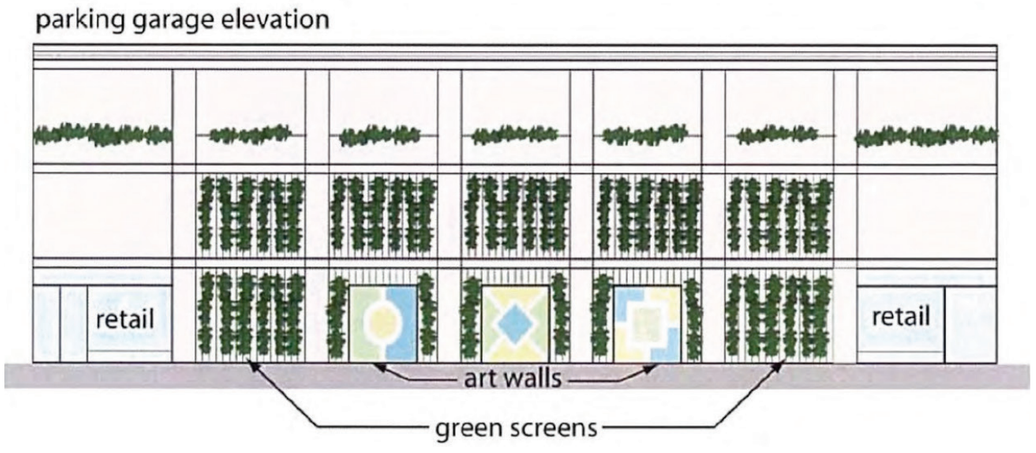
Retail Shops – Where retail shops are economically feasible, they will be a priority for a corner location.

Greenery screens – Trellises and trees with thick foliage are effective when wrapping a parking structure when a building or retail space is not feasible. Xeric plants or artificial plants will be used to create green screens to ensure their success.

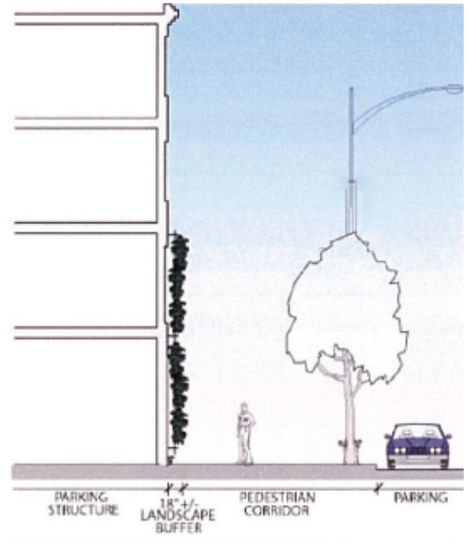
Art walls – Provide an opportunity for the display of civic artwork as well as artistic trellis features.

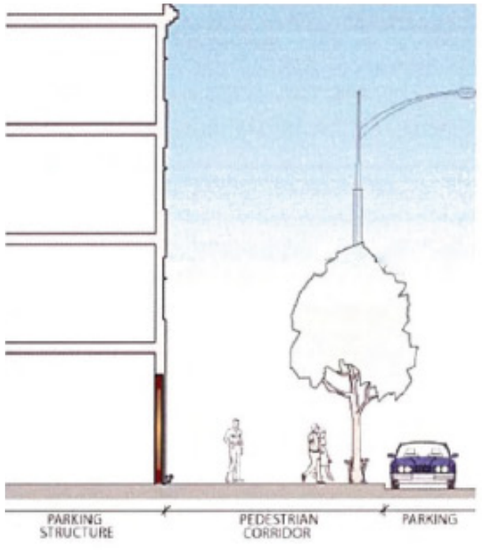
Landscape Buffers – May include columnar trees and should be a planting strip of a minimum of 10 feet in width.

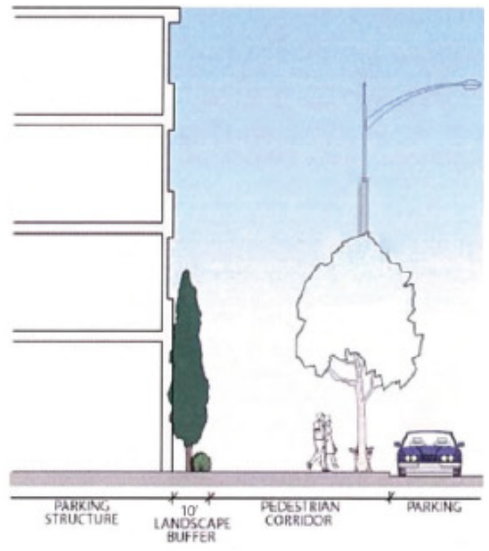
These design techniques are illustrated in the following sections.











5.8 Temporary Facilities

5.8.1 Focus and Function

Tech Ridge will be designed and constructed in phases over several years. During this buildout period, some tech companies may desire to occupy space within Tech Ridge before a building or permanent space is available. To capture these valuable tenants and contributors, the Developer will utilize Temporary Facilities to house them until leasable space becomes available or until a specific building is completed and ready for occupancy. These facilities may include existing buildings such as old airport facilities, new buildings such as prefabricated structures, or re-furbished structures such as shipping containers. Temporary Facilities will not be construction trailers. These Temporary Facilities will take advantage of existing buildings or be located on undeveloped parcels. Temporary Facility requirements, restrictions, and approved deviations are:

a. Site plan approval is required from the City prior to renovation or installation.
b. Adequate parking shall be provided, but such parking may be temporary in nature and be an asphalt or concrete surface and exclude such improvements as lighting, curb & gutter, and landscaping. Such exclusion to be approved within the site plan processing.
c. All Temporary Facilities shall be compliant with life safety codes (City Codes and IBC)
d. All Temporary Facilities shall have adequate access to restrooms as approved by the City
e. Temporary Facilities may deviate from the Tech Ridge Zone Plan Architectural Guidelines for office buildings but must be well-maintained and generally compatible with the surrounding environment.
f. Other appropriate deviations from the City's ordinances, building codes, zoning codes, and regulations may be approved on a case-by-case basis subject to the City's staff approval at its own discretion.
g. No Temporary Facility shall be permitted inside parcels that have been previously developed except as approved by the City.
h. Temporary Facilities will be limited to an aggregate amount of 100,000 SF at any given time.

5.8.2 Time Limit

Temporary Facilities may be utilized during the buildout of the Tech Ridge Master Plan. The Developer shall be required to remove and/or relocate a Temporary Facility within ninety days of the approval of a preliminary plat map covering the location of a facility. Each Temporary Facility will be removed or relocated within ten years of its first occupancy unless such time is extended by the City.



FIGURE 5.4 - TEMPORARY FACILITIES

CHAPTER 6
STADIUM PLAZA PLAN AREA

Includes Plan Areas 1.5a & 1.5b + West Black Ridge View Park

6.1 Vision

The Stadium Plaza Plan Area is the "play" within Tech Ridge's live/work/play environment and the heart of activity within Tech Commons (Districts 1 & 2). As an active, mixed-use, pedestrian oriented space it focuses on events, entertainment, activities, restaurants, cafes, brew pubs, and shops. The main attractions within the Plan Area are the privately owned and managed Stadium Plaza which includes an event plaza, Observation Pier & Stadium Monument. Also within the Plan Area is the 10-acre West Black Ridge View Park with sweeping views in all directions. Just outside of this Plan Area is the conceptual Stadium Adventure Park to the west, which appeals to tech employees, local residents, and regional visitors. These attractions and this area plan are designed to attract visitors to Tech Ridge, especially in the initial phases of the development, creating economic momentum and establishing a strong commercial base.

The Stadium Plaza Plan Area sits in a remarkable location on the west side of the Tech Ridge Master Plan, within the shadow of West Black Ridge. The overall vision and execution of the Stadium Plaza Plan Area will create memorable experiences found only in St. George.

The Stadium Adventure Park

Although not part of this Zone Plan, the conceptual Stadium Adventure Park represents a significant component of the activity and entertainment offering of this Plan Area 1.5a. This addition will come forth as part of a future PD amendment. The City of St. George is in the early stages of the design, budgeting, and approval for this public adventure park. The final plan will also include the development, operation, and promotion of the adventure park in coordination with the Tech Ridge Master Plan and operations. The Stadium Adventure Park is within the 70-acre, city-owned cove just below and to the west of Stadium Plaza. It focuses on down-hill bike trails ranging from family-friendly to pro/enduro-event quality trails and facilities. Additional activities within this facility might include rock climbing, repelling, and wheeled-gravity rides (e.g., SkylineLuge.com) that take advantage of the unique topography.

The Stadium Plaza Plan Area provides additional support to the Stadium Adventure Park with access, bike rentals, concessions, and spectator space.

The "Stadium" Name

The word "stadium" implies a large, open oval structure for viewing sporting events. The proposed name "Stadium" also applies perfectly to the shape of the large cove that was formed by the two ancient lava flows that have become the West Black Ridge and Tech Ridge. This cove has a stadium-like contour, allowing onlookers from above to see all the activities, events, and excitement happening within the cove. The conceptual Stadium Adventure Park will be a one-of-a-kind park, attracting a range of sports-enthusiasts and major competitions in a convenient venue just minutes from downtown St. George, Interstate 15, and the St. George Regional Airport. No other bike or terrain park is as visible to spectators or is as well equipped to accommodate regional and national events as this adventure park. The Developer proposes that both the Plaza and the Adventure Park share the name "Stadium" to tie the two components together and ensure a clear and cohesive marketing message.

6.2 Location and Land Area

The Stadium Plaza Plan Area is generally located on the west side of the Tech Ridge Master Plan, along the west end of Knowledge Way and the south end of S. Donlee Drive. The Plan Area comprises three main areas:

1. **The Stadium Plaza**—a 2-acre private pedestrian plaza located within the Tech Ridge Master Plan, Plan Area 1.5a, and extending into the 50-foot rim edge boundary;
2. **The Tech Ridge West Black Ridge Parcel**—a .6-acre parcel on the northern point of the West Black Ridge, designated with the Tech Ridge Master Plan as Plan Area 1.5b and currently owned by Tech Ridge, LLC; and
3. **The Black Ridge View Park**—a 10-acre parcel on the West Black Ridge, just north of, and contiguous to, the Tech Ridge West Black Ridge Parcel. It is owned by the City of St. George and part of the Tech Ridge Master Plan as a component of Plan Area 1.5b.

This Stadium Plaza Plan Area totals approximately 14.5 acres.

Outside of the Stadium Plaza Plan Area, but integral components of this plan, is the 70-acre cove—a city-owned property located in the cove below and west of Tech Ridge. This area is a potential site for the conceptual Stadium Adventure Park.

6.3 Stadium Plaza Plan Area Definitions

Stadium Plaza Plan Area – The 14.5-acre planning area within the Tech Ridge PD-MU Zone Plan, Plan Areas 1.5a and 1.5b comprising of the Stadium Plaza, the Tech Ridge West Black Ridge Parcel, and the Black Ridge View Park. Integral to this Plan Area, but outside of it, is the City's 70-acre cove areas and possible site for the conceptual Stadium Adventure Park.

Stadium Plaza – The 2-acre main gathering and event area located within Plan Area 1.5a and west of the hotel site, along the south side of Knowledge Way. It extends to the north along the west-side of S. Donlee Drive.

Lower Plaza – The smaller plaza, also within Plan Area 1.5a, to the west and slightly below the larger Stadium Plaza and located next to the Observation Pier. The Lower Plaza is a deviation that extends into the 50-foot rim edge boundary.

Observation Pier and Stadium Monument – Located within the Stadium Plaza, the pier and monument are a single structure—the pier, a pedestrian observation deck which extends out over the cove with the monument acting as a counterweight. The observation pier extends to the west over the 50-foot rim edge boundary, Tech Ridge Ridge Edge Trail, park land, and the ridge edge.

Tech Ridge West Black Ridge Parcel – .6-acre parcel, owned by Tech Ridge, LLC, at the southern-most tip of West Black Ridge with the City's property, the West Black Ridge View Park, contiguous to the north.

West Black Ridge View Park – 10-acre, city-owned property on the south end of West Black Ridge. Bordering it on the south is the .6-acre Tech Ridge West Black Ridge Parcel and bordering it on the north is the 110-acre parcel owned by Garrick Inv, LLC & Janlil, LLC.

Stadium Adventure Park – A conceptual adventure park that would be owned and operated by the City of St. George, focused on enduro bike trails. Approximately 70 acres in the cove between West Black Ridge and Tech Ridge, just north of the Black Ridge Cove Residential Planned Development.



FIGURE 6.1 - STADIUM PLAZA OBSERVATION PIER AND STADIUM MONUMENT

EXHIBIT "E"

Schedule of Project Improvements of In-Kind Payment of Purchase Price

Schedule of Project Improvements of In-Kind Payment of Purchase Price

	Amount	Completed	In Process	To Be Complete
Project Improvements that shall apply against the Purchase Price for either Phase I or Phase II Property, or both, are:				
a. *Construct West Access Road and install utilities in roadway*	$5,450,000	$5,450,000		
Increase as Per Paragraph 2 herein		$717,070		
b. *Demolish concrete/asphalt in Phases 1a and 1b (excluding temporary access)*	$220,000	$220,000		
c. *Demolish and remove buildings in Phase 2*	$35,000			$35,000
d. *Demolish concrete/asphalt in Phase 2 (excluding temporary access)*	$665,000	$665,000		
e. *Construct East Access Road and install utilities in roadway*	$2,550,000			$2,550,000
f. *Construct improvements to Tech Ridge Drive*	$993,895	$993,895		
Totals	$9,913,895	$8,045,965	$0	$2,585,000
Percent of Total		81%	0%	26%
Project Improvements that shall apply against the Purchase Price [of] only the Phase II Property are:				
g. *Demolish and remove the north hangar*	$60,000			$60,000
h. *Demolish and remove the south hangar*	$60,000			$60,000
i. *Demolish temporary access through Phases 1 and 2*	$160,000			$160,000
Totals	$280,000	$0	$0	$280,000
Percent of Total		0%	0%	100%