

WHEN RECORDED, PLEASE RETURN TO:  
Saddleback Partners, L.C.  
925 West 100 North, Suite F  
P.O. Box 540478  
North Salt Lake, Utah 84054

Tooele County Tax Parcel Nos.: 05-029-0-0050, 05-029-0-0051, and 05-032-0-0007

## THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “**Third Amendment**”) is entered into this 18th day of February, 2020 (the “**Effective Date**”), by and between TOOELE COUNTY, a political subdivision of the State of Utah (the “**County**”) and SADDLEBACK PARTNERS, L.C., a Utah limited liability company (“**Saddleback**”). The County and Saddleback are individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

### RECITALS:

- A. The Parties have previously entered into that certain *Development Agreement* dated July 5, 1998 (the “**1998 Agreement**”) and recorded August 13, 1999, as Entry No. 135787 in Book 583, beginning at Page 254 in the Tooele County Recorder’s Office (the “**Recorder’s Office**”); as amended by that *First Amendment to Development Agreement* dated December 8, 1998 and recorded August 13, 1999, as Entry No. 135788 in Book 583, beginning at Page 390 in the Recorder’s Office (the “**First Amendment**”); as amended by that certain *Development Agreement Property Release* dated August 30, 2001 and recorded September 11, 2001, as Entry No. 168923 in Book 703, beginning at Page 60 in the Recorder’s Office (the “**Release**”); as amended by that *Second Amendment to Development Agreement* dated September 25, 2018, and recorded September 26, 2019, as Entry No. 474730 (the “**Second Amendment**” and collectively with the 1998 Agreement, the First Amendment, and the Release, the “**Development Agreement**”).
- B. The Development Agreement covers certain real property in Tooele County, State of Utah, defined in the Development Agreement as the “**Property**”.
- C. As allowed pursuant to Section 2(d) of the 1998 Agreement, the Parties desire now to amend the Development Agreement to add additional real properties to the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms in this Third Amendment shall have the same meaning indicated in the Development Agreement, unless otherwise herein noted. The recitals and exhibits to this Third Amendment are hereby incorporated and made a part hereof.
2. Expansion of the Property. As authorized pursuant to Section 2(d) of the 1998 Agreement, as such Section 2(d) was modified by Section 3 of the First Amendment, the Development Agreement is hereby amended to add those certain real properties described on **Exhibit "A"** attached hereto (the "**Expansion Property**") to definition of the Property and therefore to be governed by the Development Agreement. By signing below, the owners of the Expansion Property hereby consent to such real properties being governed by the Development Agreement as their interests may appear; provided, however, such consent is given by the owners of such real properties on the condition that, and at such time as, Saddleback or its assigns or affiliates own fee simple title to said parcels, and the vesting deed conveying to the same has been duly recorded in the Recorder's Office.
3. Except as expressly amended herein, the Development Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW ON SUCCEEDING PAGES]

IN WITNESS WHEREOF, effective as of the Effective Date, the Parties have executed this Third Amendment by their authorized representatives and have taken all actions necessary to make this Amendment binding and valid.

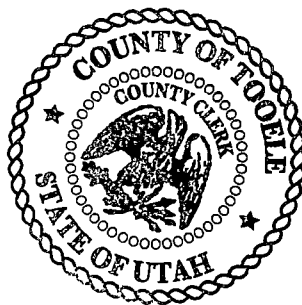
“County”:

**TOOELE COUNTY,**  
**A political subdivision of the State of Utah**

By: [Signature]  
 Print Name: Tom Tripp  
 Title: Tooele County Commissioners Chair

ATTEST:

[Signature]  
 County Clerk

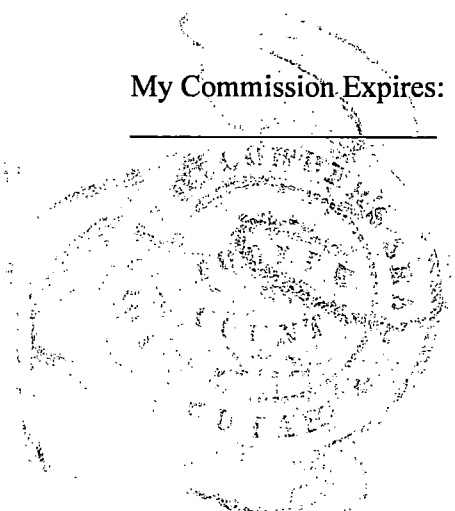


STATE OF UTAH )  
 ) ss.  
 COUNTY OF TOOELE )

On this 5<sup>th</sup> day of <sup>MARCH</sup> ~~February~~, 2020, personally appeared before me Tom Tripp, the Chair of the Board of County Commissioners Tooele County, a political subdivision of the State of Utah.

[Signature]  
 Notary Public

My Commission Expires:  
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“Saddleback”:

**SADDLEBACK PARTNERS, L.C.,**  
**A Utah limited liability company**

By: Christopher F. Robinson, Mgr  
Christopher F. Robinson, Manager

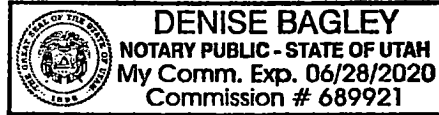
STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Davis )

On this 20<sup>th</sup> day of February, 2020, personally appeared before me Christopher F. Robinson, a Manager of SADDLEBACK PARTNERS, L.C., a Utah limited liability company.

Denise Bagley  
Notary Public

My Commission Expires:

06/28/2020



**CONSENT OF OWNERS**

We, the undersign owners of the real properties described in Exhibit "A" attached hereto, hereby consent to such real properties being governed by the Development Agreement, as our interests may appear.

**SADDLEBACK PASTURES, L.C.,  
A Utah limited liability company**

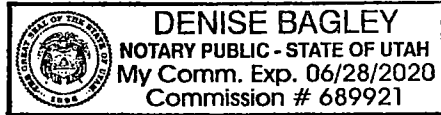
By: Christopher F. Robinson, Mgr  
Christopher F. Robinson, Manager

STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Davis )

On this 20<sup>th</sup> day of February, 2020, personally appeared before me Christopher F. Robinson, a Manager of SADDLEBACK PASTURES, L.C., a Utah limited liability company.

Denise Bagley  
Notary Public

My Commission Expires:  
06/28/2020



**SKULL VALLEY COMPANY, LTD,  
A Utah limited partnership**

By: its General Partner, FREED SVC GP, L.C.,  
A Utah limited liability company

By: Paul L. Freed  
Paul L. Freed, Manager

By: its General Partner, ROBINSON SVC GP, L.C.,  
A Utah limited liability company

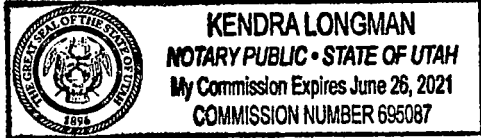
By: Christopher F. Robinson, Mgr  
Christopher F. Robinson, Manager

STATE OF UTAH )  
 :SS.  
COUNTY OF Washington )

On this 19 day of February, 2020, personally appeared before me Paul L. Freed, the Manager of FREED SVCGP, a Utah limited liability company, as a general partner of SKULL VALLEY COMPANY, LTD, a Utah limited partnership.

[Signature]  
Notary Public

My Commission Expires: 6/26/21



STATE OF UTAH )  
 :SS.  
COUNTY OF Davis )

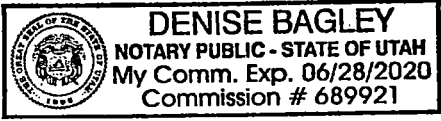
On this 20<sup>th</sup> day of February, 2020, personally appeared before me Christopher F. Robinson, the Manager of ROBINSON SVCGP, a Utah limited liability company, as a general partner of SKULL VALLEY COMPANY, LTD, a Utah limited partnership.

[Signature]  
Notary Public

My Commission Expires: 06/28/2020

UINTAH LAND COMPANY, L.C.,  
A Utah limited liability company

By: [Signature]  
Christopher F. Robinson, Manager

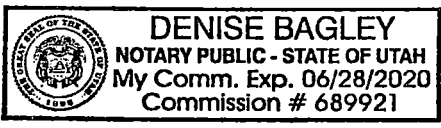


STATE OF UTAH )  
 :SS.  
COUNTY OF Davis )

On this 20<sup>th</sup> day of February, 2020, personally appeared before me Christopher F. Robinson, a Manager of UINTAH LAND COMPANY, L.C., a Utah limited liability company.

[Signature]  
Notary Public

My Commission Expires:  
06/28/2020



**BEAVER CREEK INVESTMENTS, L.C.,  
A Utah limited liability company**

By: Christopher F. Robinson, Mgr  
Christopher F. Robinson, Manager

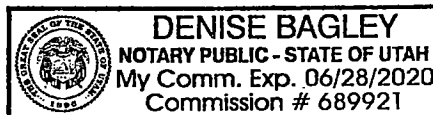
STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Davis )

On this 20<sup>th</sup> day of February, 2020, personally appeared before me Christopher F. Robinson, a Manager of BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company.

Denise Bagley  
Notary Public

My Commission Expires:

06/28/2020



**ARIMO CORPORATION,  
An Idaho corporation**

By: Christopher F. Robinson  
Christopher F. Robinson, President

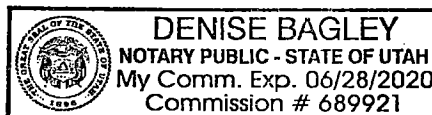
STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Davis )

On this 20<sup>th</sup> day of February, 2020, personally appeared before me Christopher F. Robinson, the President of ARIMO CORPORATION, an Idaho corporation.

Denise Bagley  
Notary Public

My Commission Expires:

06/28/2020



**EXHIBIT "A"**  
**TO**  
**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT**

**LEGAL DESCRIPTION**  
**OF**  
**THE EXPANSION PROPERTY**

The following parcels located in Tooele County, State of Utah, more particularly described as follows:

Parcel 1 [Carlson North]:

(Tax Parcel No. 05-029-0-0050):

That portion of the following described land lying North of the Union Pacific Railroad property, to wit: the Southwest quarter of the Southwest quarter of Section 11, Township 2 South, Range 4 West, Salt Lake Base and Meridian.

Parcel 2 [Carlson South]

(Tax Parcel No. 05-029-0-0051):

That portion of the following described land lying South of the Union Pacific Railroad property, to wit: the Southwest quarter of the Southwest quarter of Section 11, Township 2 South, Range 4 West, Salt Lake Base and Meridian.

(Tax Parcel No. 05-032-0-0007):

The Northwest quarter of the Northwest quarter of Section 14, Township 2 South, Range 4 West, Salt Lake Base and Meridian.