Entry #: 505169 03/06/2020 01:29 PM AGREEMENT

Page: 1 of 8

FEE: \$40.00 BY: SADDLEBACK PARTNERS LC

Jerry Houghton, Tooele County, Recorder

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.

Entry: 505169 Page 2 of 8

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. <u>Definitions.</u> 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

Print Name:

Title: Toole

ATTEST:

STATE OF UTAH

COUNTY OF LOGICE)

On this 5 day of February, 2020, personally appeared before me

:ss.

the Chair of the Board of County Commissioners Tooele County, a

political subdivision of the State of Utah.

My Commission Expires:

Entry: 505169 Page 4 of 8

"Saddleback":

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

Christopher F. Robinson, Manager

STATE OF UTAH

COUNTY OF DAVIS

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

My Commission Expires:

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

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STATE OF UTAH

:ss.

COUNTY OF Davis

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

Notary Public

My Commission Expires:

06/28/2020

DENISE BAGLEY
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 06/28/2020
Commission # 689921

SKULL VALLEY COMPANY, LTD, A Utah limited partnership

By: its General Partner, FREED SVCGP, L.C.,

A Utah limited liability company

By: // ///

Paul L. Freed, Manager

By: its General Partner, ROBINSON SVCGP, L.C.,

A Utah limited liability company,

Christopher F. Robinson, Manager

STATE OF UTAH)	
COUNTY OF Washington	
On this 19 day of February, 2020	O, personally appeared before me Paul L. Freed, the ed liability company, as a general partner of SKULL ed partnership.
My Commission Expires: <u>6/26/21</u>	Notary Public KENDRA LONGMAN
STATE OF UTAH)	MOTARY PUBLIC • STATE OF UTAH My Commission Expires June 26, 2021 COMMISSION NUMBER 695087
COUNTY OF <u>Davis</u>)	
On this <u>Joth</u> day of February, 2020 Robinson, the Manager of ROBINSON SV partner of SKULL VALLEY COMPANY,	
	Denise Bagley Notary Public
My Commission Expires: <u>06 / 28 / 28</u> UINTAH LAND COMPANY, L.C., A Utah limited liability company	DENISE BAGLEY NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 06/28/2020 Commission # 689921
By: Christopher F. Robinson, Manager	lgr
STATE OF UTAH : :ss. COUNTY OF Davis	
On this <u>20 th</u> day of February, 2020 Robinson, a Manager of UINTAH LAND (o, personally appeared before me Christopher F. COMPANY, L.C., a Utah limited liability company.
	Denise Badey Notary Public
My Commission Expires:	DENISE BAGLEY NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 06/28/2020 Commission # 689921

Entry: 505169 Page 7 of 8

BEAVER CREEK INVESTMENTS, L.C., A Utah limited liability company	
By: Claratops 7. Robinson, Manager Christopher F. Robinson, Manager	
STATE OF UTAH)	·
county of <u>bary</u>):ss.	
	ersonally appeared before me Christopher F. IVESTMENTS, L.C., a Utah limited liability
$\overline{ m N}$	Jourse Basley Totary Public
My Commission Expires:	DENISE BAGLEY
06/28/2020	My Comm. Exp. 06/28/2020 Commission # 689921
ARIMO CORPORATION, An Idaho corporation	
By: Christopher F. Robinson, President	
STATE OF UTAH)	
county of <u>Davis</u>)	
On this 20 day of February, 2020, pe Robinson, the President of ARIMO CORPORA	rsonally appeared before me Christopher F. ATION, an Idaho corporation.
	Denise Basleys otary Public
My Commission Expires:	DENISE BAGLEY
06/28/2020	NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 06/28/2020 Commission # 689921

Entry: 505169 Page 8 of 8

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.