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WHEN RECORDED RETURN TO:

Millcreek
Attn: Jeff Silvestrini
1330 East Chambers Avenue
Millcreek, UT 84106

14455308 B: 11612 P: 585 Total Pages: 4
10/27/2025 12:34 PM By: aallen Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MILLCREEK CITY
1330 EAST CHAMBERS AVENUE SALT LAKE CITY, UT 84106



**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement ("**First Amended Agreement**") is made and entered into as of this 28TH day of May 2024, ("**Effective Date**"), by and between **Millcreek OG, LLC**, a Utah limited liability company (the "**Developer**"), and **Millcreek**, a Utah municipality (the "**City**").

RECITALS:

A. On or about April 14, 2021, City and Owner/Developer executed a Development Agreement ("DA") for a real property development located at or near located at or near 4186 South Main Street, Millcreek City, Salt Lake County, Utah, as more particularly described in exhibit "A" (the "**Property**").

B. Paragraph 17 of the DA provides in part that the MDA may be amended by a subsequent written amendment signed by all Parties be modified by a written amendment agreed to and approved by the parties.

C. Owner/Developer and the City desire to amend the MDA as provide herein.

D. Developer hereby represents to the City that it is voluntarily entering into this First Amended Agreement.

E. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, *et seq.*, and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner/ Developer hereby amend the MDA as follows:

1. Paragraph 2 (b) is deleted in its entirety and following is inserted in lieu thereof:

Commercial Component. As part of the commercial component of the Project, Developer intends to include an approximately 2,200 square foot neighborhood market/coffee shop along the Main Street frontage (the "Commercial Space"). Developer shall construct the Commercial Space on or before February 3, 2026. Because similar retail uses are contemplated on neighboring property on Main Street, Developer reserves the right to convert such Commercial Space to retail,

creative office or another commercial use under the following conditions after completion of the shell of the Commercial Space: (1) such space has been marketed unsuccessfully for six (6) months after completion of the shell and no tenant has been identified; and (2) Developer provides the City a detailed monthly report outlining Developer's commercially-reasonable efforts to market the Commercial Space as a neighborhood market/coffee shop without success prior to executing a lease that contemplates another commercial use. Such monthly report shall contain a description of all showings and/or activity with qualified lessees. Developer also shall provide the City with a copy of Developer's listing agreement for the Commercial Space.

2. All other provisions to the DA as amended remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

Millcreek OG, LLC

Micah W. Peters

By: Signed with Stavvy

Its: Manager

Millcreek

Jeff Silvestrini
Jeff Silvestrini, Mayor

Attest:

Elyse Sullivan
Elyse Sullivan, City Recorder

STATE OF UTAH)

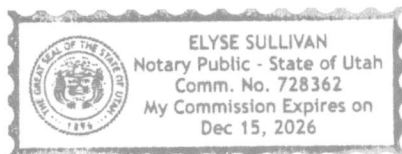
COUNTY OF SALT LAKE)

ss.:

The foregoing instrument was acknowledged before me this 20 day of October, 2024 by Jeff Silvestrini, the Mayor of Millcreek, State of Utah.

Elyse Sullivan
Notary Public

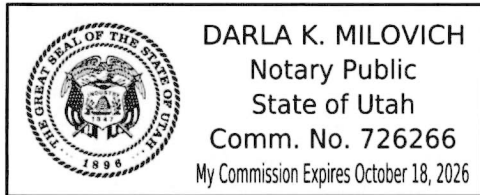
[Notarial Seal]



STATE OF UTAH)
)
 : SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14TH day of
October, 2025, ~~2024~~ by Micah W. Peters, the Manager of Clearwater Development, LLC.
MILLCREEK OG, LLC

DKM



Notarized remotely via audio/video communication using Stavvy

Darla K. Milovich
Signed with Stavvy

Notary Public

[Notarial Seal]

EXHIBIT A

Legal Description of the Property

Parcel No. 21-01-228-015-0000

Address: 4186 South Main Street

Legal Description:

BEG N 87°01'34" E 16.16 FT & N 0°15'54" E 1741.07 FT & N 76°16'11" W 33.93 FT FR E 1/4 COR SEC 1, T 2S, R 1W, S L M; N 76°16'11" W 23.32 FT; N 40°00'30" W 154.8 FT; N 68°26'54" W 290.8 FT; N 76°57'23" W 457 FT; S 29°13'33" W 51.05 FT; N 8°59' W 359.4 FT; S 89°14'45" E 748.55 FT M OR L; S 3°50' W 368.14 FT; N 85°15' E 197.01 FT; S 0°15'54" W 283.64 FT TO BEG. 7.05 AC M OR L 07549-2288