

**WHEN RECORDED, RETURN TO:**

RG Lakeview, LLC  
Attn: Anthon Stauffer  
2265 East Murray Holladay Road  
Holladay, UT 84117

Affecting Parcels described on Attachment "1"

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR  
LAKEVIEW BUSINESS PARK WEST**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("**Amendment**") is made and entered into by and between GRANTSVILLE CITY, a political subdivision of the State of Utah (the "**City**"), and RG LAKEVIEW, LLC, a Utah limited liability company ("**Developer**").

**RECITALS**

A. City and Developer's predecessor-in-interest, RG IV, LLC, a Utah limited liability company ("**RG IV**") executed that certain Development Agreement for Lakeview Business Park West recorded on May 6, 2020 with the Tooele County Recorder as Entry No. 509563 (the "**Original DA**") concerning certain real property located in Tooele County, Utah, (the "**Original Property**") as more particularly described in Attachment "1" to this Amendment. The term "DA" and "Agreement" shall mean the Original DA and this Amendment.

B. Developer and RG IV are parties to that certain Assignment and Assumption Agreement, dated July 2, 2020 and recorded with the Tooele County Recorder on July 7, 2020 as Entry No. 514570, whereby RG IV assigned all of its rights, title, interest, and obligations in the Original DA to Developer and confirmed that the approximately 900 acres identified as Adjacent Property in the DA had been annexed by City and made subject to the DA and included within the definition of Property, as defined and used in the DA.

C. Raceway 112, LLC, a Utah limited liability company, RG IV own certain real property located in Tooele County, Utah (the "**Additional Property**") adjacent to the Original Property. The Additional Property is more particularly described in Attachment "1" to this Amendment and shall be made subject to this Amendment and the DA on the date that such Additional Property Owners, or its successor in title, execute this Amendment.

D. The Parties desire to amend the Original DA to include the Additional Property as part of the Property, subject to the limitations contained herein, and to amend certain provisions of the Original DA is set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

**AGREEMENT**

2. Amendment to Section 1.2.32. Section 1.2.32 of the Original DA shall be entirely removed and deleted and shall be replaced with the following language:

1.2.32 Property means the real property owned by Raceway 112, RG IV, and Higley as more fully described in Exhibit "A" attached hereto.

3. Amendment of Exhibit "A". Exhibit "A" to the Original DA shall be entirely removed and deleted and shall be replaced with the Attachment "1" to this Amendment.

4. Addition of Section 3.1.3. The following shall be added as Section 3.1.3 of the Original DA:

3.1.3 *Additional Property Zoning.* Developer and City acknowledge that the Owners have submitted a petition to rezone the Additional Property to a General Manufacturing District (M-G). To the extent the City Council adopts a zoning map amendment to rezone the Property to the M-G zoning district, such ordinance and the rights of the General Manufacturing District shall become included in the City's Vested Laws and the Property shall automatically be vested as to the uses and other provisions of the zoning district without further action or approval by the City.

5. Addition to Section 7.1. The following language shall be added after the last sentence to Section 7.1 of the Original DA:

Notwithstanding anything herein to the contrary, the Additional Property shall not be included in the Project Area for purposes of generating Project Area Increment, and Developer's Reimbursable Expenses shall not be reimbursable unless later agreed to be included by Developer, the City, the Redevelopment Agency, Tooele County, the Tooele County School District and the Tooele Valley Mosquito Abatement District. The Parties acknowledge that City has made no representation, promise or assurance with respect to the Additional Property that it will seek to amend the Project Area or enter into a separate participation agreement in the future.

6. Ratification; Effectiveness. The Original DA, as amended herein, shall remain in full force and effect. On or after the effective date of this Amendment, each reference in the Original DA to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the DA. This DA (including the Amendment) may be further amended in a writing executed only by and between City and Developer. Section 4 of the Original DA is not hereby amended. This Agreement shall terminate at the same time and Effective Date as the Original DA.

7. Culinary Water. Section 8.4 and its subparts of the Original DA relating to culinary water are not hereby amended to include the Additional Property. Developer will need to obtain new "will serve" commitments from the City with respect to the Additional Property for culinary water service. City is not hereby obligated to provide culinary water to the Additional Property without Developer first providing water rights.

*[Signature Pages Follow]*



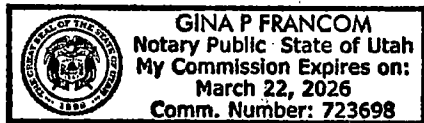
RG IV, Raceway 112, and Higley hereby acknowledge and consent to this DA:

**RG IV, LLC,**  
a Utah limited liability company

By: [Signature]  
Name: Arthur Stantler  
Its: Authorized Agent

STATE OF UTAH )  
COUNTY OF Tooele ) :ss.

On the 24 day of June, 2021 personally appeared before me Arthur Stantler who being by me duly sworn, did say that he/she is the auth agent of RG IV, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



Gina P Francom

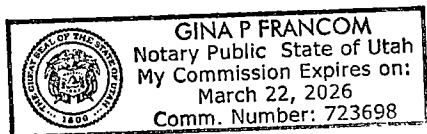
NOTARY PUBLIC

**RACEWAY 112, LLC,**  
a Utah limited liability company

By: [Signature]  
Name: Arthur Stantler  
Its: Authorized Agent

STATE OF UTAH )  
COUNTY OF Tooele ) :ss.

On the 24 day of June, 2021 personally appeared before me Arthur Stantler who being by me duly sworn, did say that he/she is the auth agent of Raceway 112, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

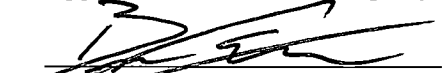


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NOTARY PUBLIC

CITY:

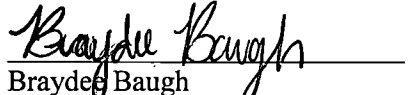
Approved as to form and legality:

  
Brett M. Coombs  
City Attorney

**GRANTSVILLE CITY,**  
a Utah political subdivision

By:   
Name: Brent K. Marshall  
Its: Mayor

Attest:

  
Braydee Baugh  
City Recorder

**CITY ACKNOWLEDGMENT**

STATE OF UTAH        )  
                              :ss.  
COUNTY OF TOOELE)

On the 20 day of October, 2021, personally appeared before me Brent K. Marshall who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Brent K. Marshall acknowledged to me that the City executed the same.



  
NOTARY PUBLIC

**ATTACHMENT 1**  
(Legal Description of the Property)

**Original Property, including Adjacent Property**

LOT 6, DESERET PEAK SUBDIVISION PHASE 3, A SUBDIVISION OF TOOELE COUNTY, STATE OF UTAH.

288.70 acres, Parcel No. 14-043-0-0006

ALL OF LOT 1, & E 1/4 OF LOT 2, E 1/4 OF SW1/4 OF NE 1/4, SE 1/4 OF NE 1/4 OF SECTION 3 T3S R5W SLB&M

100.26 acres, Parcel No. 01-130-0-0001

**Legal Description of the Adjacent Property**

A parcel of land located in the Section 1 and the North Half of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian, Tooele County, Utah, described as follows:

BEGINNING at a point on the east line of Section 1, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said point being South 00°22'10" East 772.12 feet along said line from the Tooele County Dependent Resurvey monument found marking the Northeast Corner of said Section 1, and thence continuing along said line South 00°22'10" East 1,874.14 feet to Tooele County Dependent Resurvey monument found marking the East Quarter Corner of said Section 1; thence South 00°20'45" East 2,635.35 feet to the Tooele County Dependent Resurvey monument found marking the Southeast Corner of said Section 1; thence South 00°21'26" East 2,640.77 feet to the Tooele County Dependent Resurvey monument found marking the East Quarter Corner of Section 12, Township 3 South, Range 5 West, Salt Lake Base and Meridian; thence along the east line of said Section 12 South 00°22'15" East 1,060.00 feet; thence South 89°36'48" West 4,527.07 feet to the easterly line of Sheep Lane; thence along said line the following five courses: 1) North 00°22'15" West 2,666.04 feet to a point of tangency of a 3,050.00 foot radius curve to the left, 2) Northerly 1,286.65 feet along the arc of said curve through a central angle of 24°10'13" and a long chord of North 12°27'22" West 1277.13 feet, 3) North 24°32'28" West 450.88 feet to a point of tangency of a 2,950.00 foot radius curve to the right, 4) Northerly 1,229.08 feet along the arc of said curve through a central angle of 23°52'17" and a long chord of North 12°36'20" West 1,220.21 feet and 5) North 00°40'11" West 470.09 feet to the south line of Lot 2, Miller Motorsports Business Park PUD No. 1; thence along the boundary of said lot the following three course: 1) North 89°40'28" East 1,505.87 feet, 2) North 00°19'32" West 1,065.00 feet and 3) South 89°40'28" West 1,512.21 feet to said east line of Sheep Lane; thence along said line North 00°39'55" West 1,708.11 feet; thence South 84°23'36" East 5,284.93 feet to the POINT OF BEGINNING. Said parcel contains 39,951,742 square feet or 917.16 acres, more or less.

Containing the following TAX PARCELS:

03-038-0-0004	03-038-0-0009	03-038-0-0014	03-038-0-0015
03-038-0-0016	03-038-0-0017	03-047-0-0005	03-047-0-0006
03-047-0-0007	03-047-0-0011	17-022-0-0001	17-022-0-0003
17-022-0-0004	17-022-0-0005	17-022-0-0006	17-022-0-0007
17-022-0-0008	17-022-0-0009	17-022-0-000A	

**Additional Property**

**Sage Ranch Grouping (Parcel Nos. 01-130-0-0013 and 01-130-0-0012)**

PARCEL 1 (Entry No. 4408831):

BEGINNING at the brass cap found marking the Southwest Corner of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian and running thence North 00°08'16" East along the section line 528.87 feet; thence South 89°51'44" East 47.80 feet; thence North 00°08'16" East 1687.68 feet to a point on the Southerly right of way line of State Highway 112; thence South 59°21'20" East along said right of way line 3050.04 feet to a point on the quarter section line; thence South 00°02'25" East along said quarter section line 642.90 feet to the brass cap found marking the South Quarter Corner of said Section 3; thence South 89°35'45" West along the section line 2677.74 feet to the POINT OF BEGINNING.

PARCEL 2 (Entry No. 4408832):

BEGINNING at a point North 89°36'50" East along the section line 868.91 feet from the brass cap found marking the West Quarter Corner of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian and running thence North 89°36'50" East along said section line 1800.61 feet to the calculated Center of said Section 3; thence South 00°02'25" East along the Section line 1876.23 feet to a point on the northerly right of way line of State Highway 112; thence North 59°21'20" West along said right of way line 2096.51 feet; thence north 00°07'55" East 795.49 feet to the POINT OF BEGINNING.

**JOHNSON (Parcel No. 01-130-0-0005)**

PARCEL 3 (Entry No. 197703):

BEGINNING at a point North 89°36'38" East 100 feet from the West 1/4 Corner of Section 3, Township 3 South, Range 5 West, Salt Lake Base & Meridian and running thence South 0°07'43" West 337 feet to the State Highway 112 right of way, thence South 59°23'53" East 892 feet along said right of way, thence North 0°07'43" East 796.32 feet to the 1/4 section line, thence South 89°36'38" West along the 1/4 section line 768.82 feet to the POINT OF BEGINNING.

**MARIMBA (01-130-0-0003)**

PARCEL 4:

The Northwest quarter of the Northwest quarter of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of the following described tract of land, as disclosed by that certain Boundary/Fence Line Agreement recorded June 7, 2007 as Entry No. 286346 in the Tooele County Recorder's office, to-wit:

A parcel of land, situate in the Northeast quarter of Section 4, Northwest quarter of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian, also located in Tooele County near Grantsville City, Utah, more particularly described as follows:

BEGINNING at an existing fence intersection, which is located North 89°40'50" East 22.26 feet along the extension of the North line of Section 25 to an existing fence line and North 00°30'55" West 29.57 feet from the Northeast corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian and running thence South 00°30'55" East 3008.57 feet along an existing fence line to the North right-of-



way line of State Road 112; thence North 59°20'32" West 1210.39 feet along said North line; thence Northwesterly 857.52 feet along the arc of an 11,426.16-foot radius tangent curve to the right (center bears North 30°39'28" East and the long chord bears North 57°11'32" West 857.32 feet, through a central angle of 04°18'00", along said North line; thence North 55°02'32" West 664.33 feet along said North line to the extension of an existing fence line; thence North 00°15'23" West 163.53 feet to and along said fence line to its intersection with an existing fence; thence South 89°47'23" East 956.47 feet along said fence line to a corner thereof; thence North 00°07'36" West 1380.91 feet along another existing fence line to its intersection with an existing fence line; thence North 89°46'35" East 1326.54 feet along said fence line to the POINT OF BEGINNING.

**HIGLY GROUPING (Parcel No. 01-130-0-0002)**

**PARCEL 5:**

The East half of the Northwest quarter, the West 3/4ths of the West half of the Northeast quarter of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian.

**PARCEL 6:**

The Southwest quarter of the Northwest quarter of section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian. together with a 1 rod right of way for ingress and egress along the west boundary.

**PARCEL 7:**

Beginning at the West quarter corner of Section 3, Township 3 South, Range 5 West, Salt Lake Base and Meridian; and running thence East 100 feet; thence South 350 feet, more or less, to the North line of State Highway; thence Northwesterly along said Highway 110 feet, more or less, to the West line of said Section; thence North along said Section 310 feet, more or less, to the point of beginning.