

RECORDING REQUESTED AND  
WHEN RECORDED, RETURN TO:

Oquirrh Point Development LC  
Attn: Derald Anderson  
333 East Coventry Way  
Erda, UT 84074

**THIRD AMENDMENT TO  
MASTER DEVELOPMENT AGREEMENT  
FOR  
OQUIRRH POINT  
A MASTER PLANNED COMMUNITY**

THIS THIRD AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR OQUIRRH POINT: A MASTER PLANNED COMMUNITY (this “**Third Amendment**”) is made and entered into effective this 12th day of September 2024, by and between Erda City, a Utah municipality (“**Erda City**”), and Oquirrh Point Development LLC, a Utah limited liability company (“**Master Developer**”) (collectively, the “**Parties**”).

**RECITALS**

A. Tooele County, a political subdivision of the State of Utah, and Master Developer entered into that certain MASTER DEVELOPMENT AGREEMENT FOR OQUIRRH POINT: A MASTER PLANNED COMMUNITY dated November 4, 2021 (the “**Original Agreement**”).

B. On January 3, 2022, the Office of the Lieutenant Governor of the State of Utah issued a Certificate of Incorporation for Erda City, and as a result, all the real property covered by the Original Agreement became part of Erda City.

C. On April 7, 2022, Erda City and Master Developer entered into a First Amendment to the Master Development Agreement (the “**First Amendment**”).

D. On August 31, 2022, Erda City and Master Developer entered into a Second Amendment to the Master Development Agreement (the “**Second Amendment**,” and together with the Original Agreement and the First Amendment, collectively, the “**Agreement**”).

E. The parties now desire to amend the Agreement further, as provided herein.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Erda City and Master Developer hereby agree as follows:

## TERMS

1. **Acknowledgment and Acceptance of the Original Agreement as Amended.** Erda City acknowledges that the Original Agreement, as amended via the First Amendment and the Second Amendment, is in full force and effect with respect to the Property.

2. **Phasing.** Section 13 of the First Amendment is hereby deleted and replaced in its entirety with the following:

If Erda City fully approves the Public Improvement District(s) for roads, sewer, and water infrastructure in the Project, then the Master Developer will develop Pod E with horizontal utilities (including roads, curb and gutter, sewer, water, gas and electric) no later than eighteen (18) months from the recording of the final plat for the 600<sup>th</sup> residential unit in the Project.

3. **Exhibit C-1.** Exhibit C-1 contained in the First Amendment is hereby deleted and replaced with Exhibit C-2, attached below. The Parties also agree to the following restrictions regarding Pods A-E:

3.1 Pods A, B, and C may not collectively exceed 888 Residential Dwelling Units. Individual limits for Pods A, B, and C are set forth in Exhibit C-2.

3.2 Pod E may contain up to ten (10) Residential Dwelling Units on residential lots sized one (1) acre or larger.

3.3 The remaining Residential Dwelling Unit will be placed in Pod D.

3.4 Additional permitted uses in Pod E may, but will not necessarily include, civic uses, open spaces (including cemeteries and parks), religious uses, and limited commercial (all as may be approved by the zoning administrator, city planner, and City Council).

3.5 Residential lots on the east border of Pod D (bordering Brookfield Estates) shall be single-family detached units. Single-family attached units (e.g., apartments, townhomes, and/or condos) will not be permitted in the first row of lots on the east border of Pod D.

3.6 Residential lots on the north border of Pod A (bordering Erda Way) will be sized a quarter-acre or larger.

4. **Miscellaneous.** Except as modified by this Third Amendment, all of the terms, covenants, conditions, and provisions of the Agreement shall remain and continue unmodified, in full force and effect. From and after the effective date of this Third Amendment, the term "Agreement" shall be deemed to refer to the Agreement as amended by this Third Amendment.

If and to the extent that any of the provisions of this Third Amendment conflict or are otherwise inconsistent with any provisions of the Agreement, the provisions of this Third Amendment shall prevail.

*[Signature page to follow]*

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be signed, sealed, and delivered as of the day first written above.

ERDA CITY  
A Utah Municipality

By: Sheldon Birch  
Sheldon Birch, Erda City Chairman

ATTEST

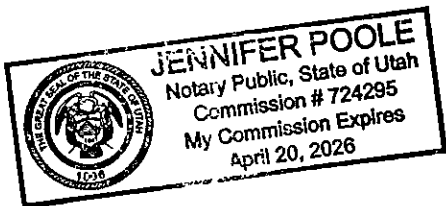
By: Jennifer Poole  
Name: Jennifer Poole  
City Recorder

APPROVED AS TO FORM

By: [Signature]  
John Brems, Erda City Attorney

STATE OF UTAH            )  
                                      :s  
COUNTY OF TOOELE    )

On this 4<sup>th</sup> day of October ~~September~~ 2024, Sheldon Birch personally appeared before me, who, being duly sworn by me, said that he is the Erda City Council Chair, that Erda City is a political subdivision of Utah, that said instrument was signed in behalf of Erda City by authority of its governing body, and that Sheldon Birch acknowledged to me that Erda City executed the same.



Jennifer Poole  
NOTARY PUBLIC  
Residing at: Lovelock, UT

MASTER DEVELOPER  
Oquirrh Point Development LLC

By: [Signature]  
Derald Anderson, Member

STATE OF UTAH            )  
                                      :S  
COUNTY OF TOOELE    )

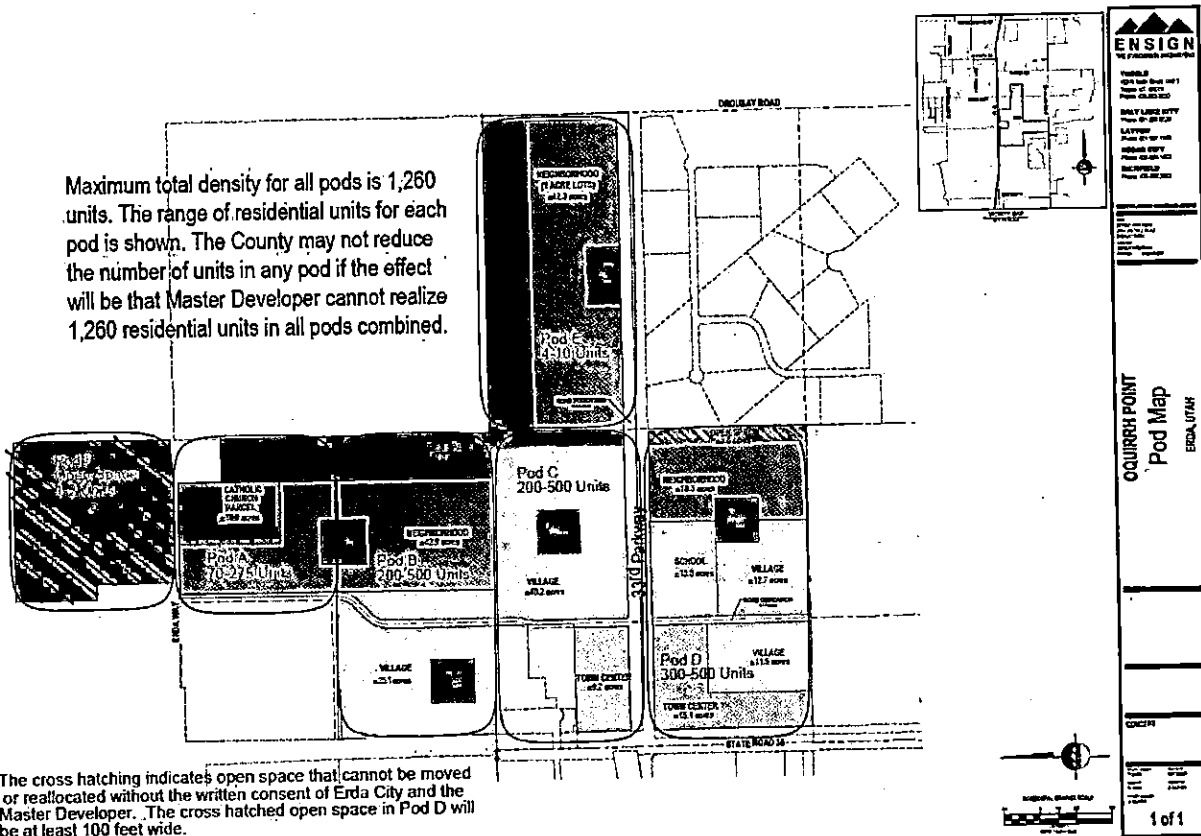
On this 19<sup>th</sup> day of September 2024, Derald Anderson personally appeared before me, who, being duly sworn by me, said that he is a member of Oquirrh Point Development LLC and that said instrument was signed on behalf of Oquirrh Point Development LLC by authority of its governing body. Derald Anderson acknowledged to me that Oquirrh Point Development LLC executed the same.



Jennifer Poole  
NOTARY PUBLIC  
Residing at: Tooele, UT

### Exhibit C-2

### Pod Plan



**Parcel "A"**

A parcel of land, situate in the Northwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, said parcel also located in Erda, Tooele County, Utah, more particularly described as follows:

Beginning at a point on the north line of Erda Way, said point being North 89°39'31" East 1,451.60 feet along the Quarter Section Line and North 15.73 feet from the West Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 0°30'05" West 60.00 feet;  
 thence North 89°58'55" East 50.26 feet;  
 thence South 0°01'05" East 60.00 feet, to the north line of Erda Way;  
 thence South 89°58'55" West 49.75 feet along said north line, to the Point of Beginning.

Contains 3,000 square feet or 0.07 acres.

**Parcel "B"**

Located in Section 34, Township 2 South, Range 4 West, and the North half of Section 3, Township 3 South, Range 4 West, Salt Lake Base and Meridian, City of Erda, Tooele County, Utah.

Beginning at the South Quarter Corner of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 89°39'26" East 2641.18 feet along the East-West running Section line to the North-South running Section line;  
 thence South 0°25'27" East 1224.23 feet along said Section line to Northerly Right of Way line of 33 rd Parkway;  
 thence South 89°38'38" West 2641.09 feet along said Northerly Right of Way line to North-South running Quarter Section line;  
 thence South 0°25'03" East 1424.85 feet along said Quarter Section line to East-West running Quarter Section line;  
 thence South 89°38'21" West 2032.31 feet;  
 thence North 0°20'30" West 1425.19 feet;  
 thence North 89°38'56" East 428.68 feet;  
 thence North 0°25'43" West 1225.12 feet;  
 thence South 89°39'30" West 426.82 feet;  
 thence North 0°20'30" West 1324.82 feet to East-West running 40-acre line;  
 thence North 89°39'31" East 708.95 feet along said 40-acre line;  
 thence North 0°19'31" West 1275.34 feet;  
 thence North 89°46'23" East 958.50 feet;  
 thence South 0°19'31" East 343.01 feet;  
 thence North 89°40'29" East 361.50 feet to North-South running Quarter Section line;  
 thence South 0°19'31" East 2255.13 feet along said Quarter Section line and to the Point of Beginning.

Contains 12,336,584 square feet, or 283.21 acres.