

## Amendment 1 to Annexation and Development Agreement



ENT 133500:2020 PG 1 of 6  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2020 Sep 02 9:41 am FEE 40.00 BY MA  
RECORDED FOR SARATOGA SPRINGS CITY

**This Amendment 1 to Annexation and Development Agreement** (“Amendment”) made this 17 day of August, 2020 (“Effective Date”), by and between the City of Saratoga Springs, Utah, a municipal corporation of the State of Utah (hereinafter “City”), Fieldstone Canton Ridge, LLC (hereinafter “Fieldstone”), and Alma E. and Ethel B. Rushton Family Company, LLC, a Utah limited liability company, formerly known as Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership (“Rushton”).

### RECITALS:

**WHEREAS**, on August 20, 2019, the City, Fieldstone and Rushton entered into the Annexation and Development (“Annexation Agreement”) to annex Fieldstone’s property into the City and to govern the development of Fieldstone’s property; and

**WHEREAS**, Section 10 and Exhibits B and C of the Annexation Agreement specified that Fieldstone would deed to City approximately 4.53 acres of property within the annexation area (the “Fieldstone Exchange Property”) and City would deed to Fieldstone approximately 8.5 acres located near or adjacent to the annexation area (the “City Exchange Property”); and

**WHEREAS**, it is the desire of the City and Fieldstone to modify Section 10 and Exhibit B of the Annexation Agreement so that Fieldstone shall exchange 4.53 acres of property in an alternate location, which alternate location is more fully described in Exhibit 1 attached hereto; the City Exchange Property to be deeded to Fieldstone shall remain the same as specified in Exhibit C of the Annexation Agreement; and

**WHEREAS**, this Amendment shall replace and supersede certain portions of the Annexation Agreement as provided for herein.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT:

- 1. Modified Exchange of Property.** Notwithstanding anything in the Annexation Agreement to the contrary, Fieldstone shall deed to the City 4.53 acres of property in an alternate location than that identified in Section 10 and Exhibit B of the Annexation Agreement. The alternate location is shown on Exhibit 1 shall repeal and replace in its entirety Exhibit B in the Annexation Agreement and shall be deemed the “Fieldstone Exchange Property.” The deeds conveying the Fieldstone Exchange Property and the City Exchange Property shall be executed no later than 15 days after execution of this Amendment.
- 2. Future Utility Installation by Fieldstone.** The City shall reasonably allow Fieldstone (or a public utility company as defined in Utah Code § 54-2-1 that has received a Certificate of Public Convenience and Necessity) (“Licensee”) the ability to install below-ground, public utilities, as defined in Utah Code 54-2-1, through the Fieldstone Exchange Property subject to the following: (a) Licensee shall first obtain an encroachment permit(s) and pay applicable fees; (b) Licensee shall comply with all City engineering and development standards; (c) Licensee shall restore the Fieldstone Exchange Property to its original condition prior to the encroachment except for the installation of the applicable utility improvements; (d) the public utilities shall not run parallel to the Fieldstone Exchange Property and shall only be installed perpendicular to the Fieldstone Exchange Property to the full extent possible so that the encroachment is minimized; (e) Licensee shall use the Fieldstone Exchange Property only to the extent necessary to reach areas to the west of the Fieldstone Exchange Property; (f) the public utilities shall not unreasonably interfere with the City’s utilities located on such property; and (g) at the time Licensee installs any public utility improvements into the Fieldstone Exchange Property, the City will execute a commercially reasonable easement, franchise, and/or license agreement (i.e. similar in form and substance of other such agreements that Licensee and the City have agreed to previously) granting Licensee a perpetual right

3. Temporary Access Easement. Fieldstone shall be granted a temporary access easement across the Fieldstone Exchange Property until UDOT or the City improvements are installed on the expansion of Foothill Blvd. sufficient for Fieldstone to develop its land. Fieldstone releases and indemnifies City from any damages, claims, suits, and actions relating to such access and shall restore the Fieldstone Exchange Property to its original condition or better following any access.
  
4. Open Space Requirements. Section 11(b) of the Annexation Agreement is deleted in its entirety and replaced with the following:

Fieldstone and Rushton shall each receive an acre for acre credit as fully improved with full access against their respective open space requirements under City ordinances for their development of their respective portions of the Property by using those areas of thirty feet along both the eastern edge and the western edge of the expansion of Foothill Blvd. (also known as UDOT's Mountain View Freeway Extension (SR85)), which will be owned by UDOT or the City and adjacent to their respective properties within the Project, so long as such area is improved with landscaping and recreational amenities per the City's then-current ordinances regarding open space.
  
5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same document and agreement. A copy, facsimile or email transmission of any part of this Amendment, including the signature page, shall have the same force and effect as an original.
  
6. Effect of Amendment. This Amendment amends the Annexation Agreement effective as of the Effective Date. In the event of any inconsistencies between this Amendment and the Annexation Agreement, the terms of this Amendment shall govern and control. Except as provided for herein, all other terms and conditions of the Annexation Agreement shall remain unchanged and the parties hereby reaffirm the terms and conditions of such Annexation Agreement, including Ordinance No. 19-22 (7-2-19), which ordinance approved the Annexation Agreement, annexed the Property, and assigned a zoning to the Property. This Amendment may only be altered by a written document, in writing, of even or subsequent date hereof, executed by the parties hereto.
  
7. No Other Changes. Except as herein expressly provided, the Annexation Agreement remains in all other respects unmodified and in full force and effect.
  
8. Recitals. The Recitals listed above are incorporated into this Amendment herein by this reference.

*[Signatures and Acknowledgements to Follow]*

[City Signature Page to Amendment]

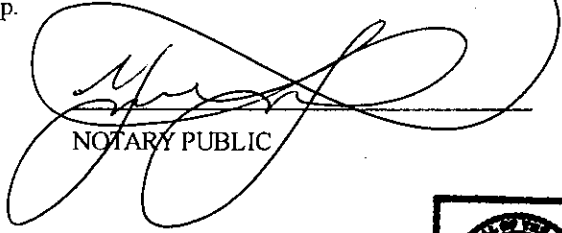
**IN WITNESS WHEREOF**, the City of Saratoga Springs, Fieldstone and Rushton have signed and executed this Amendment as of the Effective Date.

**City of Saratoga Springs, Utah**

By Terry L. Rushton  
Terry L. Rushton, Its Manager

STATE OF UTAH )  
 ) : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2020, by Terry L. Rushton, as Manager of Alma E. and Ethel B. Rushton family Company, LLC, a Utah limited liability company, formerly known as Alma E. and Ethel B. Rushton Family Partnership, a Utah general partnership.

  
NOTARY PUBLIC

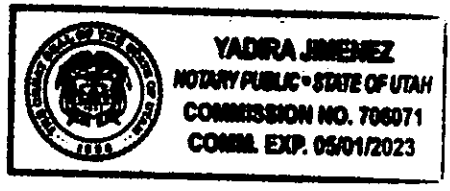
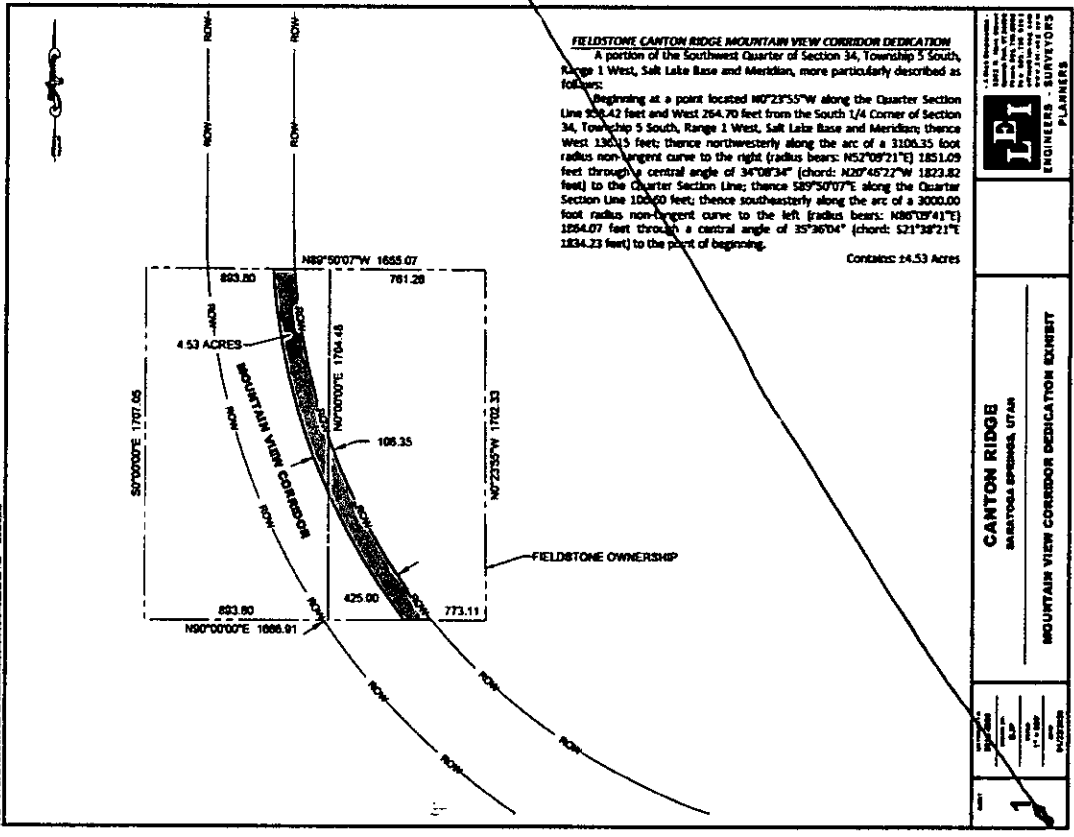


EXHIBIT 1

Revised Fieldstone Exchange Property



Attest:

City Manager

Cindy LoPiccolo  
Cindy LoPiccolo

Mark Christensen  
Mark Christensen

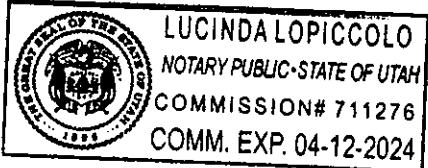


State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 17 day of August 2020 by MARK CHRISTENSEN, the CITY MANAGER of City of Saratoga Springs, a political subdivision of the State of Utah.

Lucinda LoPiccolo  
Notary Public



[Fieldstone Signature Page to Amendment]

**Fieldstone Canton Ridge, LLC**

Jason Harris  
By: Jason Harris  
Its: Assistant Secretary

State of Utah

County of SALT LAKE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August 2020 by JASON HARRIS, the ASSISTANT SECRETARY of Fieldstone Canton Ridge Park, LLC, a Utah corporation.

Joseph Steggell  
Notary Public

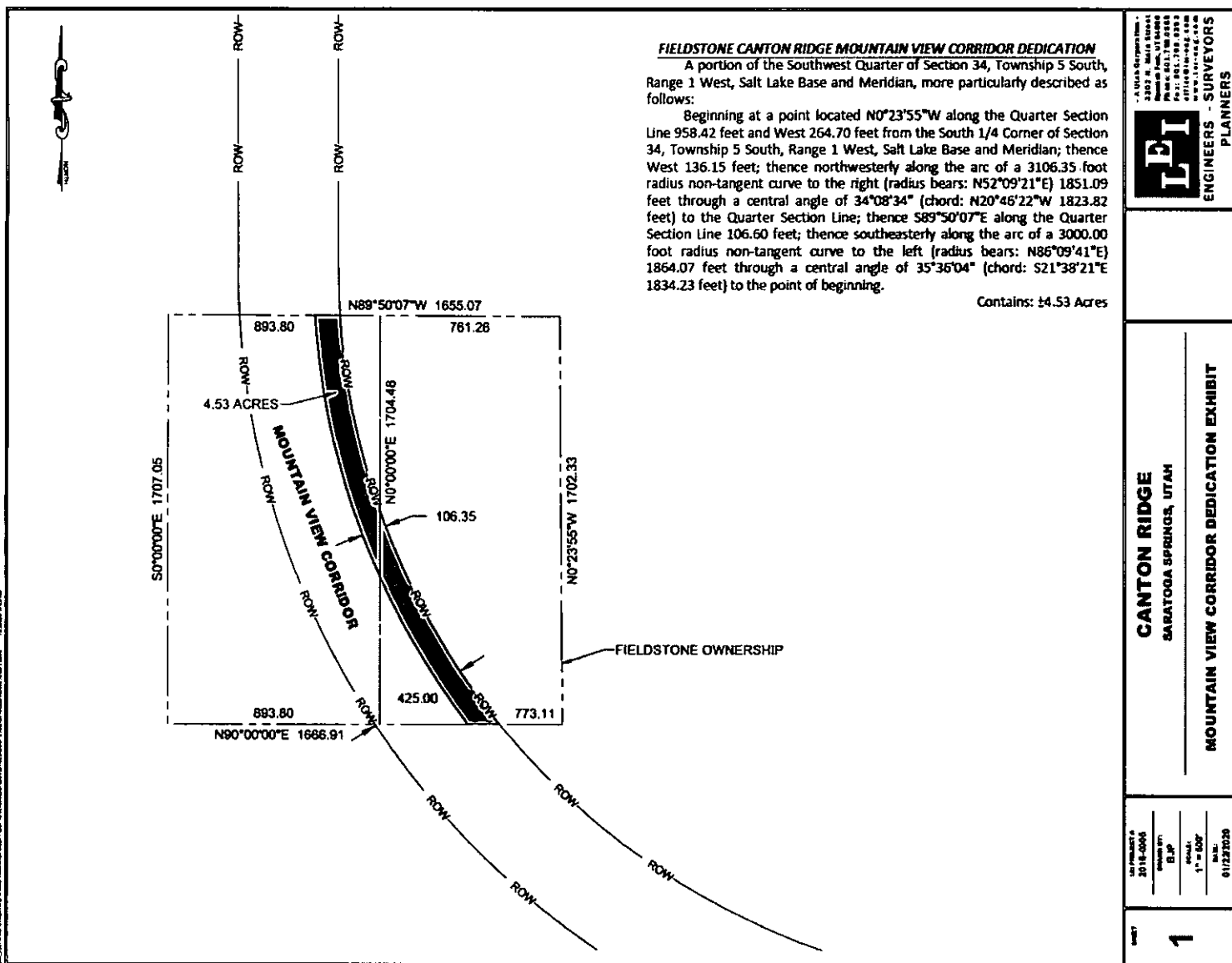


[Rushton Signature Page to Amendment]

**ALMA E. AND ETHEL B. RUSHTON FAMILY COMPANY, LLC,**  
a Utah limited liability company,  
formerly known as ALMA E. AND ETHEL B. RUSHTON FAMILY PARTNERSHIP, a Utah general partnership

EXHIBIT 1

Revised Fieldstone Exchange Property



**FIELDSTONE CANTON RIDGE MOUNTAIN VIEW CORRIDOR DEDICATION**  
 A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located  $N0^{\circ}23'55''W$  along the Quarter Section Line 958.42 feet and West 264.70 feet from the South 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 136.15 feet; thence northwesterly along the arc of a 3106.35 foot radius non-tangent curve to the right (radius bears:  $N52^{\circ}09'21''E$ ) 1851.09 feet through a central angle of  $34^{\circ}08'34''$  (chord:  $N20^{\circ}48'22''W$  1823.82 feet) to the Quarter Section Line; thence  $S89^{\circ}50'07''E$  along the Quarter Section Line 106.60 feet; thence southeasterly along the arc of a 3000.00 foot radius non-tangent curve to the left (radius bears:  $N86^{\circ}09'41''E$ ) 1864.07 feet through a central angle of  $35^{\circ}36'04''$  (chord:  $S21^{\circ}38'21''E$  1834.23 feet) to the point of beginning.

Contains:  $\pm$ 4.53 Acres

2 Utah Registered  
 2002 N. Main Street  
 Provo, UT 84601  
 Phone: 801.733.8888  
 Fax: 801.733.8888  
 www.lpi-engineers.com

**LPI**  
 ENGINEERS - SURVEYORS  
 PLANNERS

**CANTON RIDGE**  
 SARATOGA SPRINGS, UTAH

**MOUNTAIN VIEW CORRIDOR DEDICATION EXHIBIT**

US PROJECT #  
 2018-0006

OWNER:  
 BLP

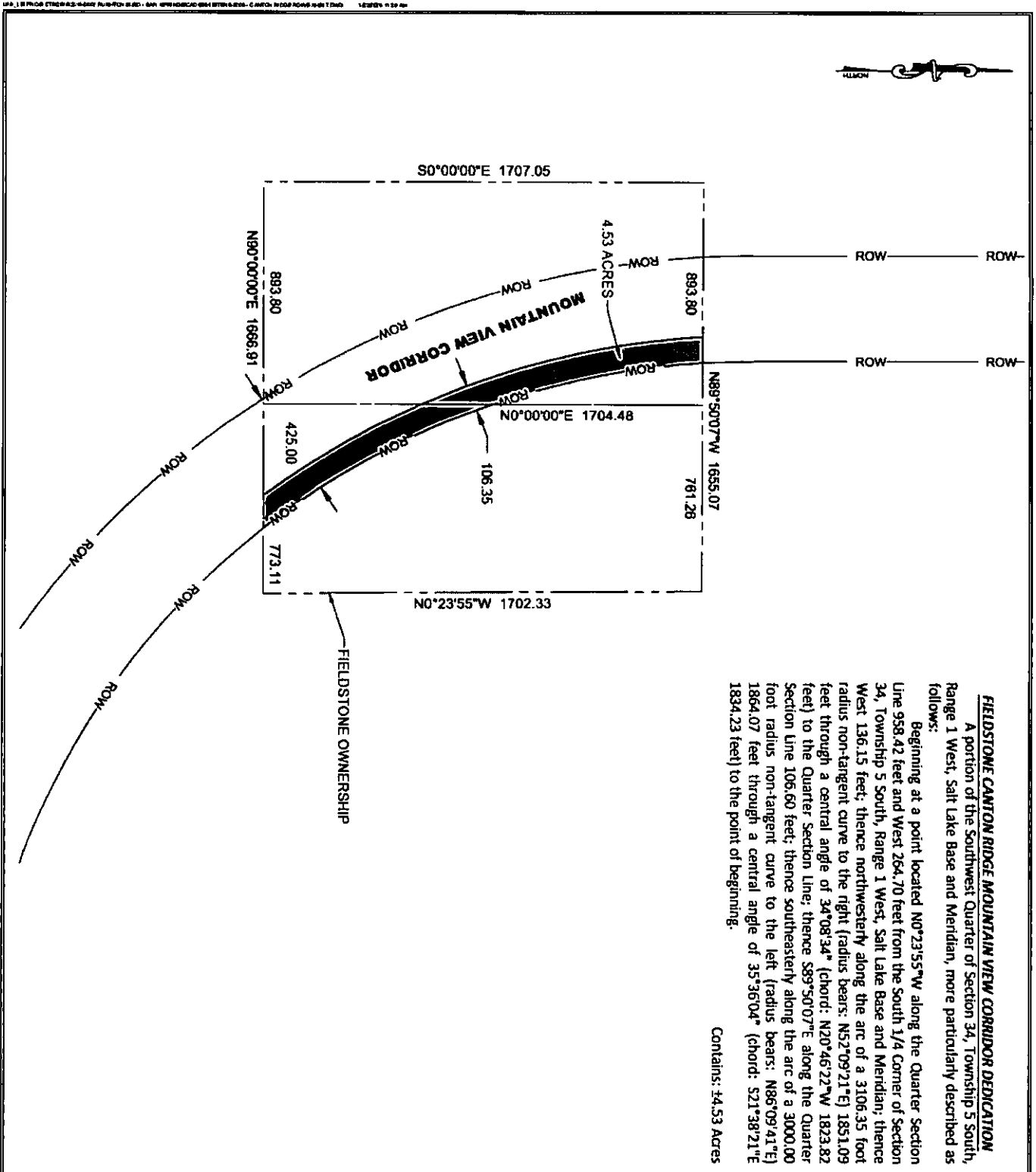
SCALE:  
 1" = 500'

DATE:  
 01/22/2020

SHEET  
**1**

# EXHIBIT 1

## Revised Fieldstone Exchange Property



**FIELDSTONE CANTON RIDGE MOUNTAIN VIEW CORRIDOR DEDICATION**

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point located N0°23'55"W along the Quarter Section Line 958.42 feet and West 264.70 feet from the South 1/4 Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence West 136.15 feet; thence northwesterly along the arc of a 3106.35 foot radius non-tangent curve to the right (radius bears: N52°09'21"E) 1851.09 feet through a central angle of 34°08'34" (chord: N20°46'22"W 1823.82 feet) to the Quarter Section Line; thence S89°50'07"E along the Quarter Section Line 106.60 feet; thence southeasterly along the arc of a 3000.00 foot radius non-tangent curve to the left (radius bears: N86°09'41"E) 1864.07 feet through a central angle of 35°36'04" (chord: S21°38'21"E 1834.23 feet) to the point of beginning.

Contains: 44.53 Acres

<b>1</b>	LEI PROJECT # 2018-0005 DRAWN BY: BJP SCALE: 1" = 500' DATE: 01/23/2020	<b>CANTON RIDGE</b> SARATOGA SPRINGS, UTAH  <b>MOUNTAIN VIEW CORRIDOR DEDICATION EXHIBIT</b>	- A Utah Corporation - 2302 N. Main Street Spanish Fork, UT 84606 Phone: 801.798.0888 Fax: 801.798.9392 www.lei-eng.com <b>ENGINEERS - SURVEYORS</b> <b>PLANNERS</b>
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