



ENT 66913:2015 PG 1 of 10
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2015 Jul 27 11:39 am FEE 39.00 BY CLS
 RECORDED FOR JAUSSEI, HAL

WHEN RECORDED, RETURN TO:
 Mapleton City Recorder
 Mapleton City
 125 West Community Center Way
 Mapleton, UT 84664

**SECOND AMENDMENT TO THE
 BOUNDARY ADJUSTMENT AND DEVELOPMENT AGREEMENT
 HARMONY RIDGE DEVELOPMENT PROJECT**

THIS SECOND AMENDMENT TO THE BOUNDARY ADJUSTMENT AND DEVELOPMENT AGREEMENT (“2ND Amendment”), is made and entered into as of this 29th day of April, 2015, by and between The Ensign-Bickford Company, a Connecticut corporation (“EBCo”), and Mapleton City, a Utah municipal corporation (the “City”). EBCo and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” All Code references, unless otherwise indicated, are to the Mapleton City Code (the “City Code”)

RECITALS

- A. On or about April 15, 2015, the Parties executed a 1st Amendment to the Development Agreement (the “1st Amendment”) pursuant to which the Parties agreed to certain modifications to the Development Agreement.
- B. Capitalized terms used in this 2ND Amendment which are not otherwise defined herein shall have the meanings assigned to them in the Development Agreement, as defined in Recital B. Capitalized terms expressly defined in any section of this 2ND Amendment shall have the meaning set forth therein.
- C. Pursuant to Title 18, Chapter 84, Section 400 of the City Code, EBCo and the City entered into that certain Boundary Adjustment and Development Agreement dated June 7, 2011 (the “Development Agreement”), which sets forth the terms, conditions, procedures and time parameters to be applied in connection with the development of the Harmony Ridge Development Project (the “Harmony Ridge Project:”). The Harmony Ridge Project is to be developed on EBCo’s property situated immediately adjacent to the southern boundary of the City, north of U.S. Highway 6 and east of U.S. Highway 89, as described the Development Agreement.
- D. Due to events which have arisen since the execution of the Development Agreement, and the Parties having otherwise renegotiated certain terms thereof, the Parties are now desirous of amending certain provisions of the Development Agreement as set forth herein and subject to the terms hereof.

NOW, THEREFORE, to these ends, and in consideration of the mutual covenants contained herein and the mutual benefits to be derived herefrom, the Parties agree as follows:

TERMS

1. **AMENDMENTS.** By the execution and delivery hereof, the Parties agree to amend the Development Agreement Exhibits "M-1", "M-2" and "J-4" as described in exhibit "A".

2. **RECORDATION; AGREEMENT TO RUN WITH THE LAND.** This 2nd Amendment shall be recorded against the Property, and the Development Agreement, the 1st Amendment and this 2nd Amendment and all covenants, rights, terms, conditions and obligations contained therein and herein pertaining to the development of the Harmony Ridge Project shall run with the land and shall inure to the benefit of and be binding upon EBCo and all successors-in-interest of EBCo in the ownership of the Property and development of the Harmony Ridge Project thereon, except that the Boundary Line Adjustment Fee Credit Payments described in Subsection 5.5.1 as added by the 1st Amendment shall remain the property of and shall be paid to EBCo and EBCo only, and not to any successors and assigns of EBCo in the ownership of the Property, and except that all covenants, rights, terms, conditions and obligations contained herein pertaining to the development of the Harmony Ridge Project shall cease to burden and run with that portion of the Property that is subdivided into individual lots pursuant to the applicable subdivision ordinances of the City Code and each said lot shall be released herefrom at the time of recordation of the subdivision plat pursuant to which such lot is created.

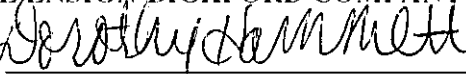
3. **FORCE AND EFFECT.** Except as specifically modified by the 1st Amendment and this 2nd Amendment, all of the terms and conditions set forth in the Development Agreement shall remain unchanged and in full force and effect.

4. **CONFLICTING TERMS.** In the event of a conflict between the provisions of the Development Agreement or the 1st Amendment and this 2nd Amendment, the provisions of this 2nd Amendment shall govern.

5. **COUNTERPART SIGNATURES.** This 2nd Amendment may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same original.

IN WITNESS WHEREOF, the Parties have executed this 2nd Amendment as of the day and year first above written.

THE ENSIGN-BICKFORD COMPANY

By: 

Its: Secretary

MAPLETON CITY

By: _____
Mayor

ATTEST:

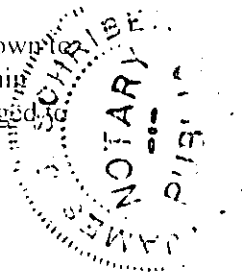
City Recorder

ACKNOWLEDGMENTS

STATE OF CONNECTICUT)

County of Hartford) :SS.

On the 29th day of April, 201⁵~~4~~, personally appeared before me Dorothy T. Hammett, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as the Secretary, of the corporation therein named, who duly acknowledged to me that the corporation executed the same.



[Signature]
NOTARY PUBLIC

JAMES J. SCHRIBERT
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2017

STATE OF UTAH)

County of Utah) :SS.

On the _____ day of _____, 2015, personally appeared before me _____ and _____, known to me, or proved to me on the basis of satisfactory evidence, to be the Mayor and City Recorder, respectively, of Mapleton City, who duly acknowledged that the within and foregoing instrument was signed on behalf of said City by authority of a duly adopted resolution of its City Council, and that said City executed the same.

NOTARY PUBLIC

TERMS

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2. **RECORDATION; AGREEMENT TO RUN WITH THE LAND.** This 2nd Amendment shall be recorded against the Property, and the Development Agreement, the 1st Amendment and this 2nd Amendment and all covenants, rights, terms, conditions and obligations contained therein and herein pertaining to the development of the Harmony Ridge Project shall run with the land and shall inure to the benefit of and be binding upon EBCo and all successors-in-interest of EBCo in the ownership of the Property and development of the Harmony Ridge Project thereon, except that the Boundary Line Adjustment Fee Credit Payments described in Subsection 5.5.1 as added by the 1st Amendment shall remain the property of and shall be paid to EBCo and EBCo only, and not to any successors and assigns of EBCo in the ownership of the Property, and except that all covenants, rights, terms, conditions and obligations contained herein pertaining to the development of the Harmony Ridge Project shall cease to burden and run with that portion of the Property that is subdivided into individual lots pursuant to the applicable subdivision ordinances of the City Code and each said lot shall be released herefrom at the time of recordation of the subdivision plat pursuant to which such lot is created.

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4. **CONFLICTING TERMS.** In the event of a conflict between the provisions of the Development Agreement or the 1st Amendment and this 2nd Amendment, the provisions of this 2nd Amendment shall govern.

5. **COUNTERPART SIGNATURES.** This 2nd Amendment may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same original.

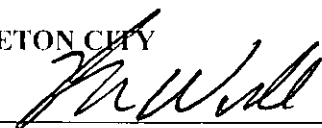
IN WITNESS WHEREOF, the Parties have executed this 2nd Amendment as of the day and year first above written.

THE ENSIGN-BICKFORD COMPANY

By: _____

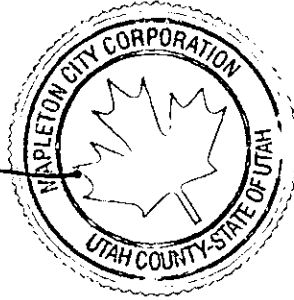
Its: _____

MAPLETON CITY

By:  _____
Mayor

ATTEST:

Chadwick Brown
City Recorder



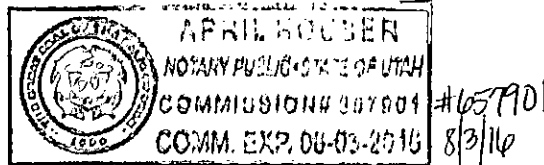
ACKNOWLEDGMENTS

STATE OF CONNECTICUT)
:ss.
County of _____)

On the _____ day of April, 2014, personally appeared before me _____, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as the _____, of the corporation therein named, who duly acknowledged to me that the corporation executed the same.

NOTARY PUBLIC

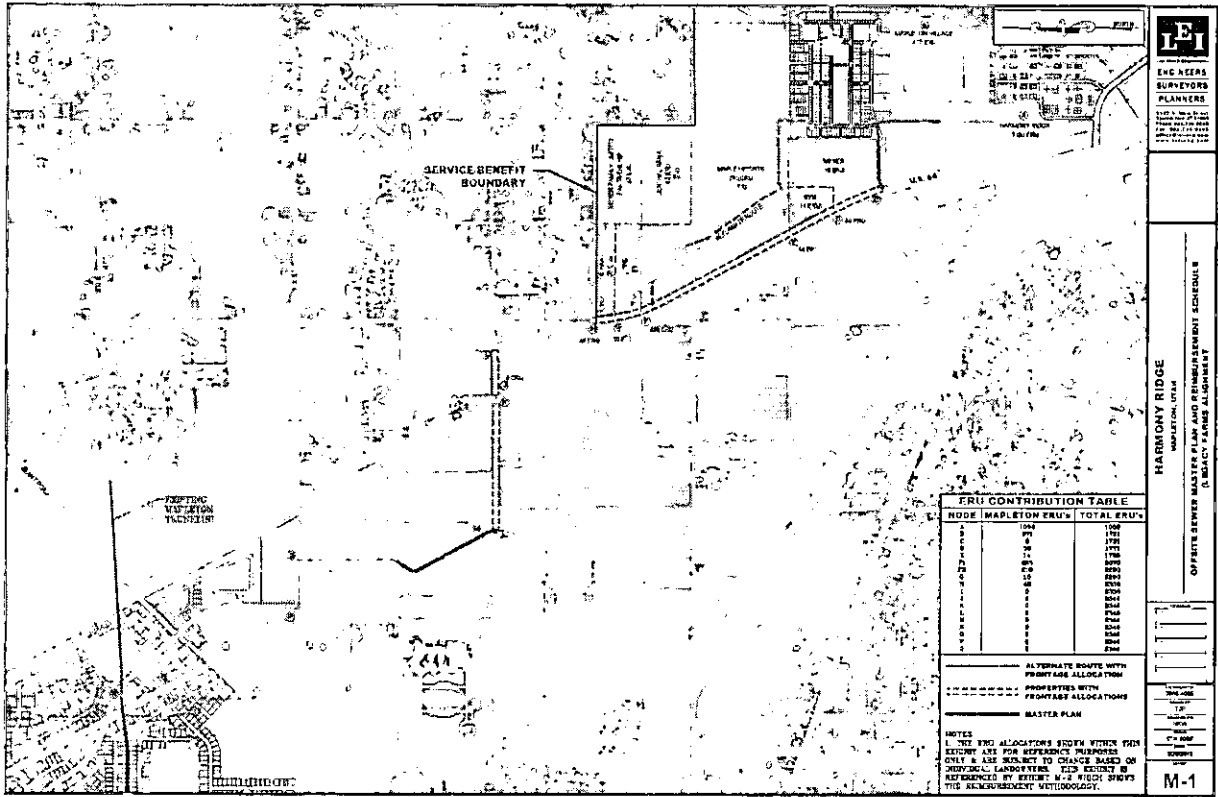
STATE OF UTAH)
:ss.
County of Utah)



On the 28 day of April, 2015, personally appeared before me Brian Wall and _____, known to me, or proved to me on the basis of satisfactory evidence, to be the Mayor and City Recorder, respectively, of Mapleton City, who duly acknowledged that the within and foregoing instrument was signed on behalf of said City by authority of a duly adopted resolution of its City Council, and that said City executed the same.

April Houser
NOTARY PUBLIC

Exhibit "A"



{00763936-1 }

Note: Cost estimates shown are for purposes of establishing a methodology and are subject to change based on actual bids.

Offsite Water Master Plan and Reimbursement Methodology

Exhibit J
J-4

Node	ERU Breakdown (1)	Overall Cost (2)	Frontage Cost (3)	Difference (2 subtract 3)		Percentage Between Utilize Frontage Cost	Percentage Difference Between Utilize Frontage Cost	Majors Cost Participation										Manderson City		
				Harmony Ridge	Manderson Village			Maple Heights	BYU	Meyer	Twin	Joyner	Ludlow	Meyer Family Limited	Central Bank	Manderson City				
A	0	\$ 1,313,451	\$ 270,207	\$ 1,043,244	\$ 1,043,244	0.0%	48.8%	\$ 507,541	\$ 381,857	\$ 162,160	\$ 7,697	\$ 28,454	\$ 20,502	\$ 5,691	\$ 10,323	\$ 15,834	\$ 23,902	\$ 201,041	\$ 1,313,451	
B	14	\$ 108,858	\$ 87,085	\$ 21,773	\$ 21,773	10.0%	2.5%	\$ 35,436	\$ 22,845	\$ 4,772	\$ 472	\$ 1,687	\$ 1,755	\$ 337	\$ 3,577	\$ 945	\$ 1,417	\$ 390	\$ 338,480	
C	50	\$ 100,099	\$ 69,293	\$ 30,806	\$ 30,806	3.0%	0.6%	\$ 9,986	\$ 6,389	\$ 2,705	\$ 87,985	\$ 4,715	\$ 404	\$ 65	\$ 1,006	\$ 266	\$ 391	\$ 391	\$ 100,099	
D	671	\$ 351,295	\$ 291,227	\$ 60,067	\$ 60,067	10.8%	2.2%	\$ 38,528	\$ 291,227	\$ 10,458	\$ 514	\$ 30,283	\$ 4,701	\$ 90	\$ 3,880	\$ 1,027	\$ 1,541	\$ 1,541	\$ 351,295	
E	62	\$ 312,785	\$ 195,045	\$ 117,740	\$ 117,740	0.0%	0.2%	\$ 50,841	\$ 32,490	\$ 13,800	\$ 978	\$ 2,421	\$ 2,516	\$ 484	\$ 5,133	\$ 1,356	\$ 2,031	\$ 2,031	\$ 312,785	
F	1050	\$ 160,045	\$ 160,045	\$ 0	\$ 0	0.0%	0.2%	\$ 160,045	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 160,045	
G	2398	\$ 2,691,621	\$ 728,812	\$ 1,962,809	\$ 1,962,809	27.1%	72.9%	\$ 907,845	\$ 740,651	\$ 481,034	\$ 96,844	\$ 115,165	\$ 36,737	\$ 7,065	\$ 74,886	\$ 10,781	\$ 20,672	\$ 201,041	\$ 2,691,621	
Subtotal		\$ 2,691,621	\$ 728,812	\$ 1,962,809	\$ 1,962,809	27.1%	72.9%	\$ 907,845	\$ 740,651	\$ 481,034	\$ 96,844	\$ 115,165	\$ 36,737	\$ 7,065	\$ 74,886	\$ 10,781	\$ 20,672	\$ 201,041	\$ 2,691,621	
Reimbursement Based on Frontage Benefit																				
Reimbursement Based on ERUs																				
Reimbursement per ERU																				

Crowd Canyon Tank ERU Allocation

Harmony Ridge	1050	100%
Manderson Village	505	48%
Manderson City	1045	100%
Total ERU Capacity	6400	

Node	ERU	ERU Percentage
Harmony Ridge	1050	16%
Manderson Village	671	10%
Maple Heights	285	4%
BYU	4	0%
Meyer	50	1%
Twin	52	0%
Joyner	108	2%
Ludlow	28	0%
Meyer Family Limited	42	1%
Central Bank	11	0%
Manderson City	4152	64%
Total ERU	6460	100%

Overall Summary

Total Sewer Costs	\$4,035,978.52
Total Water Costs	\$2,691,620.95
Total Offsite Improvements	\$8,727,599.47
Spanish Fork Master Plan Sewer Costs \$1,318,246.28	
Spanish Fork Sewer Frontage Reimbursement \$234,756.27	
Harmony Ridge Sewer Costs \$ 078,538	
Harmony Ridge Water Costs \$ 007,845.28	
Manderson Village Sewer Costs \$ 484,947.01	
Manderson Village Water Costs \$ 740,651.32	
Total Cost to be Reimbursed to Manderson City \$3,230,112.89 Units	
\$ 5,383.52 600 Cost/Unit	

Exhibit M
M-2
Other Sewer Master Plan and Remediation Inventory

Note: Cost estimates shown are for purposes of establishing a methodology and are subject to change based on actual bids

Node	ESU	Construction	ESU	ESU	Overall Cost	Force Cost	Master Plan	Differences Between Issues	Differences Between Nodes	Remediation	Remediation	Remediation	Remediation	Remediation	Remediation	Remediation	Remediation	Remediation	Remediation	Remediation	Remediation
					(B)	(C)	(D)	(E) - (C) - (D)	(F) - (G) - (H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)	(Q)	(R)	(S)	
1	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
3	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
4	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
5	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
6	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
7	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
8	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
9	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
10	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
11	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
12	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
13	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
14	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
15	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
16	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
17	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
18	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
19	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
20	4	100	100	400	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100

1 The cost for Group 22 is approximately 100% of the cost for Group 21.
 2 Master Plan costs are based on an assumed 15' sewer main in the above category for the proposed project. See Item
 3 The cost for Group 22 is approximately 100% of the cost for Group 21.

Exhibit "B"
Legal Description

Parcel #: 27:036:0016

COM N 1346.2 FT & W 3.54 FT FR SW COR. SEC. 26, T8S, R3E, SLB&M.; N 0 DEG 9' 3" W 987.63 FT; S 89 DEG 59' 54" E 73.49 FT; N 1 DEG 29' 59" E 48 FT; S 88 DEG 30' 0" E 1212.81 FT; S 0 DEG 10' 7" W 984.32 FT; S 89 DEG 7' 36" W 1281.8 FT TO BEG. AREA 29.710 AC.

Parcel #: 27:036:0017

COM AT SW COR. SEC. 26, T8S, R3E, SLB&M.; N 0 DEG 8' 57" W 1346.21 FT; N 89 DEG 7' 36" E 1281.76 FT; S 0 DEG 10' 7" W 112.9 FT; N 89 DEG 29' 9" E 15 FT; S 17 DEG 29' 47" E 245.02 FT; S 54 DEG 32' 32" W 91.14 FT; S 89 DEG 57' 45" W 15.27 FT; S 0 DEG 10' 7" W 948.24 FT; S 89 DEG 10' 58" W 1274.27 FT TO BEG. AREA 39.833 AC.

Parcel #: 27:037:0094

COM AT S 1/4 COR. SEC. 27, T8S, R3E, SLB&M.; N 0 DEG 11' 9" W 1345.66 FT; N 89 DEG 58' 0" E 1325.41 FT; S 0 DEG 10' 5" E 24.28 FT; S 0 DEG 10' 53" E 1333.79 FT; N 89 DEG 29' 50" W 1325.39 FT TO BEG. AREA 41.108 AC.

Parcel #: 27:037:0096

COM AT SE COR. SEC. 27, T8S, R3E, SLB&M.; N 89 DEG 29' 51" W 1324.62 FT; N 0 DEG 10' 53" W 1333.79 FT; N 89 DEG 58' 3" E 1325.46 FT; S 0 DEG 8' 31" E 1346.16 FT TO BEG. AREA 40.736 AC.

Parcel #: 27:056:0009

COM N 89 DEG 56' 58" E 2687.84 FT & S 128 FT FR NW COR. SEC. 34, T8S, R3E, SLB&M.; N 87 DEG 33' 0" W 362.5 FT; ALONG A CURVE TO L (CHORD BEARS: S 26 DEG 4' 0" E 772 FT, RADIUS = 2662.8 FT); N 86 DEG 3' 0" E 23 FT; N 676.4 FT TO BEG. AREA 3.331 AC.

Parcel #: 27:056:0045

COM N .17 FT & W 922.12 FT FR NE COR. SEC. 34, T8S, R3E, SLB&M.; E 924.05 FT; S 1320 FT; W 1320 FT; N 217.85 FT; ALONG A CURVE TO L (CHORD BEARS: S 83 DEG 14' 50" E 86.96 FT, RADIUS = 797 FT); ALONG A CURVE TO L (CHORD BEARS: N 82 DEG 4' 26" E 138.97 FT, RADIUS = 347 FT); N 70 DEG 31' 16" E 12.86 FT; ALONG A CURVE TO L (CHORD BEARS: N 41 DEG 33' 24" E 336.09 FT, RADIUS = 347 FT); S 77 DEG 24' 32" E 20 FT; ALONG A CURVE TO L (CHORD BEARS: N 1 DEG 5' 7" W 173.54 FT, RADIUS = 367 FT); N 14 DEG 45' 42" W 311.55 FT; ALONG A CURVE TO R (CHORD BEARS: N 4 DEG 15' 40" W 262.41 FT, RADIUS = 719.92 FT); N 39 DEG 54' 42" W 6.79 FT; N 50 DEG 5' 16" E 7.16 FT; ALONG A CURVE TO R (CHORD BEARS: N 10 DEG 53' 55" E 97.28 FT, RADIUS = 719.92 FT) TO BEG. AREA 29.558 AC.

Parcel #: 27:056:0046

COM S 412.61 FT & E 8.1 FT FR N 1/4 COR. SEC. 34, T8S, R3E, SLB&M.; E 888.57 FT; S 16 DEG 13' 0" W 93.61 FT; ALONG A CURVE TO R (CHORD BEARS: S 39 DEG 32' 47" W 41.37 FT, RADIUS = 52.57 FT); S 62 DEG 44' 32" W 10.09 FT; ALONG A CURVE TO R (CHORD BEARS: S 70 DEG 24' 45" W 166.65 FT, RADIUS = 767.15 FT); ALONG A CURVE TO L (CHORD BEARS: S 44 DEG 29' 14" W 162.58 FT, RADIUS = 778.48 FT); ALONG A CURVE TO L (CHORD BEARS: N 75 DEG 19' 17" E 327.46 FT, RADIUS = 797.3 FT); S

27 DEG 17' 11" E 40.01 FT; ALONG A CURVE TO L (CHORD BEARS: S 56 DEG 25' 11" W 131.55 FT, RADIUS = 600 FT); S 36 DEG 54' 22" E 170.02 FT; ALONG A CURVE TO L (CHORD BEARS: S 48 DEG 34' 1" E 241.33 FT, RADIUS = 597 FT); ALONG A CURVE TO L (CHORD BEARS: S 70 DEG 2' 14" E 271.58 FT, RADIUS = 797 FT); S 219.04 FT; E 1320 FT; S 2640 FT; W 435 FT; N 34 DEG 55' 30" W 2767 FT; S 24 DEG 38' 0" W 172 FT; N 32 DEG 25' 16" W 1024.34 FT; N 594 FT TO BEG. AREA 104.032 AC.

Parcel #: 27:056:0047

COM S 389 FT FR N 1/4 COR. SEC. 34, T8S, R3E, SLB&M.; N 89 DEG 58' 0" E 903.69 FT; N 16 DEG 13' 0" E 395.3 FT; N 89 DEG 29' 50" W 1014.13 FT; S 389 FT TO BEG. AREA 8.460 AC.

Parcel#: 27:057:0001

COM N 398.96 FT & E 28.85 FT FR SW COR. SEC. 35, T8S, R3E, SLB&M.; N 4 DEG 8' 12" E 927.68 FT; S 89 DEG 53' 15" E 1245.24 FT; S 2 DEG 34' 12" W 1331.71 FT; N 89 DEG 36' 57" W 1029.32 FT; N 29 DEG 6' 56" W 458.6 FT TO BEG. AREA 37.348 AC.

Parcel #: 27:057:0002

COM AT W 1/4 COR. SEC. 35, T8S, R3E, SLB&M.; N 1 DEG 48' 53" W 1320.96 FT; N 89 DEG 29' 43" E 1394.76 FT; S 17 DEG 31' 5" W 2237.06 FT; S 42 DEG 31' 8" E 696.23 FT; S 2 DEG 34' 12" W 12.8 FT; N 89 DEG 53' 15" W 1245.24 FT; N 4 DEG 8' 12" E 1327.68 FT TO BEG. AREA 62.756 AC.

Parcel #: 27:057:0003

COM AT NW COR. SEC. 35, T8S, R3E, SLB&M.; S 1 DEG 48' 53" E 1320.96 FT; N 89 DEG 29' 43" E 1241.96 FT; N 0 DEG 23' 34" W 1327.56 FT; S 89 DEG 10' 58" W 1274.77 FT TO BEG. AREA 38.251 AC.

Parcel #: 27:057:0010

COM S 1341.84 FT & W 836.23 FT FR N 1/4 COR. SEC. 35, T8S, R3E, SLB&M.; N 89 DEG 30' 31" E 812.9 FT; S 0 DEG 59' 38" W 1334.58 FT; S 89 DEG 48' 23" W 1208.9 FT; N 0 DEG 26' 43" W 3.42 FT; N 17 DEG 31' 5" E 1392.66 FT TO BEG. AREA 30.904 AC.