

WHEN RECORDED, PLEASE RETURN TO:
Saddleback Partners, L.C.
925 West 100 North, Suite F
P.O. Box 540478
North Salt Lake, Utah 84054

Tooele County Tax Parcel Nos.: 05-029-0-0050, 05-029-0-0051, and 05-032-0-0007

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (the “**Third Amendment**”) is entered into this 18th day of February, 2020 (the “**Effective Date**”), by and between TOOELE COUNTY, a political subdivision of the State of Utah (the “**County**”) and SADDLEBACK PARTNERS, L.C., a Utah limited liability company (“**Saddleback**”). The County and Saddleback are individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

- A. The Parties have previously entered into that certain *Development Agreement* dated July 5, 1998 (the “**1998 Agreement**”) and recorded August 13, 1999, as Entry No. 135787 in Book 583, beginning at Page 254 in the Tooele County Recorder’s Office (the “**Recorder’s Office**”); as amended by that *First Amendment to Development Agreement* dated December 8, 1998 and recorded August 13, 1999, as Entry No. 135788 in Book 583, beginning at Page 390 in the Recorder’s Office (the “**First Amendment**”); as amended by that certain *Development Agreement Property Release* dated August 30, 2001 and recorded September 11, 2001, as Entry No. 168923 in Book 703, beginning at Page 60 in the Recorder’s Office (the “**Release**”); as amended by that *Second Amendment to Development Agreement* dated September 25, 2018, and recorded September 26, 2019, as Entry No. 474730 (the “**Second Amendment**” and collectively with the 1998 Agreement, the First Amendment, and the Release, the “**Development Agreement**”).
- B. The Development Agreement covers certain real property in Tooele County, State of Utah, defined in the Development Agreement as the “**Property**”.
- C. As allowed pursuant to Section 2(d) of the 1998 Agreement, the Parties desire now to amend the Development Agreement to add additional real properties to the Property.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms in this Third Amendment shall have the same meaning indicated in the Development Agreement, unless otherwise herein noted. The recitals and exhibits to this Third Amendment are hereby incorporated and made a part hereof.
2. Expansion of the Property. As authorized pursuant to Section 2(d) of the 1998 Agreement, as such Section 2(d) was modified by Section 3 of the First Amendment, the Development Agreement is hereby amended to add those certain real properties described on **Exhibit "A"** attached hereto (the "**Expansion Property**") to definition of the Property and therefore to be governed by the Development Agreement. By signing below, the owners of the Expansion Property hereby consent to such real properties being governed by the Development Agreement as their interests may appear; provided, however, such consent is given by the owners of such real properties on the condition that, and at such time as, Saddleback or its assigns or affiliates own fee simple title to said parcels, and the vesting deed conveying to the same has been duly recorded in the Recorder's Office.
3. Except as expressly amended herein, the Development Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW ON SUCCEEDING PAGES]

“Saddleback”:

SADDLEBACK PARTNERS, L.C.,
A Utah limited liability company

By: Christopher F. Robinson, Mgr
Christopher F. Robinson, Manager

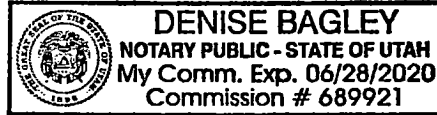
STATE OF UTAH)
)
) :ss.
COUNTY OF Davis)

On this 20th day of February, 2020, personally appeared before me Christopher F. Robinson, a Manager of SADDLEBACK PARTNERS, L.C., a Utah limited liability company.

Denise Bagley
Notary Public

My Commission Expires:

06/28/2020

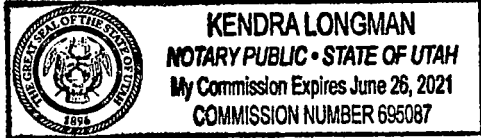


STATE OF UTAH)
 :SS.
COUNTY OF Washington)

On this 19 day of February, 2020, personally appeared before me Paul L. Freed, the Manager of FREED SVCGP, a Utah limited liability company, as a general partner of SKULL VALLEY COMPANY, LTD, a Utah limited partnership.

[Signature]
Notary Public

My Commission Expires: 6/26/21



STATE OF UTAH)
 :SS.
COUNTY OF Davis)

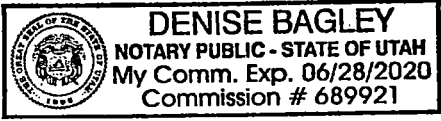
On this 20th day of February, 2020, personally appeared before me Christopher F. Robinson, the Manager of ROBINSON SVCGP, a Utah limited liability company, as a general partner of SKULL VALLEY COMPANY, LTD, a Utah limited partnership.

[Signature]
Notary Public

My Commission Expires: 06/28/2020

UINTAH LAND COMPANY, L.C.,
A Utah limited liability company

By: [Signature]
Christopher F. Robinson, Manager

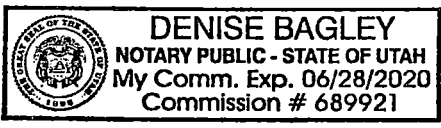


STATE OF UTAH)
 :SS.
COUNTY OF Davis)

On this 20th day of February, 2020, personally appeared before me Christopher F. Robinson, a Manager of UINTAH LAND COMPANY, L.C., a Utah limited liability company.

[Signature]
Notary Public

My Commission Expires:
06/28/2020



**BEAVER CREEK INVESTMENTS, L.C.,
A Utah limited liability company**

By: Christopher F. Robinson, Mgr
Christopher F. Robinson, Manager

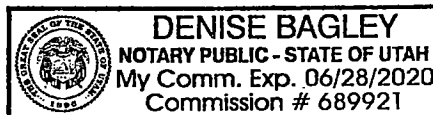
STATE OF UTAH)
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) :ss.
COUNTY OF Davis)

On this 20th day of February, 2020, personally appeared before me Christopher F. Robinson, a Manager of BEAVER CREEK INVESTMENTS, L.C., a Utah limited liability company.

Denise Bagley
Notary Public

My Commission Expires:

06/28/2020



**ARIMO CORPORATION,
An Idaho corporation**

By: Christopher F. Robinson
Christopher F. Robinson, President

STATE OF UTAH)
)
) :ss.
COUNTY OF Davis)

On this 20th day of February, 2020, personally appeared before me Christopher F. Robinson, the President of ARIMO CORPORATION, an Idaho corporation.

Denise Bagley
Notary Public

My Commission Expires:

06/28/2020

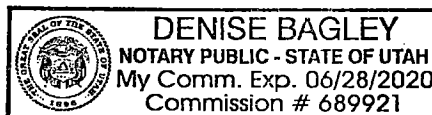


EXHIBIT "A"
TO
THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION
OF
THE EXPANSION PROPERTY

The following parcels located in Tooele County, State of Utah, more particularly described as follows:

Parcel 1 [Carlson North]:

(Tax Parcel No. 05-029-0-0050):

That portion of the following described land lying North of the Union Pacific Railroad property, to wit: the Southwest quarter of the Southwest quarter of Section 11, Township 2 South, Range 4 West, Salt Lake Base and Meridian.

Parcel 2 [Carlson South]

(Tax Parcel No. 05-029-0-0051):

That portion of the following described land lying South of the Union Pacific Railroad property, to wit: the Southwest quarter of the Southwest quarter of Section 11, Township 2 South, Range 4 West, Salt Lake Base and Meridian.

(Tax Parcel No. 05-032-0-0007):

The Northwest quarter of the Northwest quarter of Section 14, Township 2 South, Range 4 West, Salt Lake Base and Meridian.