

**WHEN RECORDED, RETURN TO:**

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

Affecting Parcels described on Attachment "1"

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

THIS SECOND 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**").

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. Developer and the City executed that certain First Amendment to Development Agreement for Lakeview Business Park West, dated December 15, 2021, ("**First Amendment**") whereby approximately 400 acres of real property was included as part of the Property, subject to the limitations contained therein. The Original DA as amended by the First Amendment are collectively referred to herein as the "**Current DA**". The Current DA as amended by this Amendment is referred to herein as the "**DA**".

D. The Parties desire to amend the Current DA in the manner set forth in this Amendment.

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**

1. Incorporation/Interpretation. All of the terms of the Current DA are incorporated into this Amendment, except as revised below. In the event of a conflict between the Current DA and this Amendment, this Amendment shall control. Capitalized terms in this Amendment shall have the same meaning given in the Current DA, except if there is a conflict, then this Amendment's definition shall

control. The Parties acknowledge the truth and accuracy of the above recitals and incorporate the same herein by this reference.

2. Amendment of Master Plan Exhibit. Exhibit "B" to the Current DA shall be entirely removed and deleted and shall be replaced with the Attachment "2" to this Amendment, which is the new Master Plan.

3. Master Plan, Plat Applications, Plat Application Fees. The Master Plan shall function as a preliminary plat as to the Project's roadways. Land use applications for subdivision plat approval within the Property for industrial or commercial uses contemplated by this Agreement shall: (i) be performed by the City's planning staff, acting as the "land use authority" under Utah Code Ann. § 10-9a-101, *et seq.*, and not require review or approval by City Council or planning commission; and (ii) not require a will serve letter in advance of processing the application. Notwithstanding the immediately preceding sentence, if the roadways of a proposed subdivision plat materially deviate from the roadway configuration in the Master Plan such that the Project's roadways make more than eight (8) public road intersections to Sheep Lane or more than five (5) public road intersections to Future 33rd Parkway, then the land use application for a subdivision plat shall proceed directly to the City Council for its review and approval and (a) review by the City's planning commission is not required; and (b) a will serve letter in advance of processing the application is not required. The approval of this Amendment shall be by the City Council enacting and publishing an ordinance.

4. Ratification; Effectiveness. The Current DA, as amended herein, shall remain in full force and effect. On or after the effective date of this Amendment, each reference in the Current 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. This Agreement shall terminate at the same time and shall have the same Effective Date as the Original DA.

IN WITNESS WHEREOF, the Parties hereto have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

**DEVELOPER:**

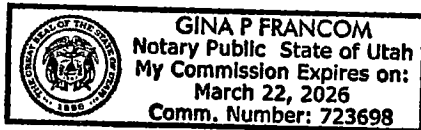
**RG LAKEVIEW, LLC,**  
a Utah limited liability company

By: *Anthony Stauffer*  
Name: Anthony Stauffer  
Its: Authorized Agent

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
COUNTY OF Tooele ) :SS.

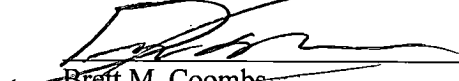
On the 24 day of June, 2022, personally appeared before me Anthony Stauffer who being by me duly sworn, did say that he/she is the authorized of RG Lakeview, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.



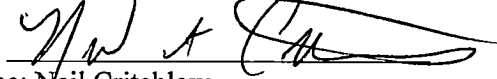
*Gina P Francom*  
NOTARY PUBLIC

**CITY:**

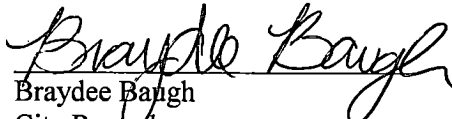
Approved as to form and legality:

  
Brett M. Coombs  
City Attorney

**GRANTSVILLE CITY,**  
a Utah political subdivision

By:   
Name: Neil Critchlow  
Its: Mayor

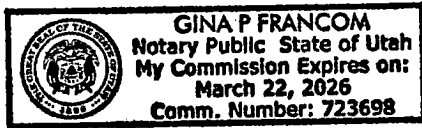
Attest:


  
Braydee Bangh  
City Recorder

**CITY ACKNOWLEDGMENT**

STATE OF UTAH        )  
                                  :SS.  
COUNTY OF TOOELE)

On the 29 day of June, 2022, personally appeared before me Neil Critchlow 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.