

**DEVELOPMENT AGREEMENT
for
WELLS CROSSING PHASES 1-7**

This Development Agreement for Wells Crossing Phases 1-7, hereinafter referred to as “the Agreement,” is entered into this 3rd day of March, 2019, by and between the Grantsville City, a Utah municipal corporation with its main office located at 429 East Main Street, Grantsville, Utah 84029, hereinafter referred to as “City,” and DRP Management & A.W. Hardy Family Investments, LTD, a Utah Limited Liability Company with its principal office located at 2885 South Main Street, Salt Lake City, Utah 84115, hereinafter referred to as “Developer” (collectively, “the Parties”), and/or the Parties’ successors and assigns.

RECITALS

WHEREAS, the Developer is interested in subdividing and improving approximately 124.35 acres located between Hale Street and Mormon Trail Road on a parcel currently known as the Williams Parcel; and

WHEREAS, the City in recognition of the Developers intent to develop said parcel has expressed interest in working with the Developer to mitigate specific impacts of the development in a location with limited existing facilities to accommodate the supply of culinary water, pedestrian access between the development and schools, and durable street surface on Hale Street, street improvements for parcels adjacent to the proposed Development fronting Hale Street and the provision of an active public park space within the development; and

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. The Developer shall install a 12” culinary water line feeding from the South Willow tank to the intersection of Hale Street and Mary Lane. The Developer shall install a 10” culinary water line extending south from the Hale Street/ Mary Lane intersection along Hale Street through the Wells Crossing Subdivision, terminating within the Mormon Trail Road right-of-way on the west end of Williams Street. The 10” culinary water line may be constructed via an alternate route, in an existing easement that runs directly north from the South Willow well to the property. The construction of the culinary water lines shall occur as part of the Phase 4 construction improvements. The City shall pay the Developer for the construction of the 12” culinary water line running from South Willow Tank to the intersection of Hale Street and Mary Lane from water impact fees at the time of acceptance of Wells Crossing Phase 4 improvements by the City Council.
2. The Developer shall construct a five-foot-wide paved trail on grade for approximately 2,700 feet along the west side of Hale Street from the northwest corner of the Wells Crossing Development and terminating with a tie into the existing sidewalk at 425 S. Hale Street part of the Wells Crossing Phase 3 improvements. The City shall not require the Developer to improve Nygreen Street east of the intersection created at Maxwell Drive for a distance of approximately 702 linear feet for which the Developer shall provide a credit for the cost of the improvements that would have been necessitated had the City required the development of said improvements. The Developer shall provide an estimated cost for the improvement of 702 linear feet Nygreen Street

based upon a mutually agreed upon estimate for the lineal foot improvement cost for the west portion of Nygreen Street. The mutually agreed upon estimate for the 702 linear feet of street improvements shall be credited for the construction of the approximately 2,700 linear feet of paved trail with any remaining credit, if any, applied to pavement overlay on Hale Street as described in Item 3. If the credit does not cover the complete cost of the 5-foot-wide paved trail improvement the City reserves the right to make changes to the paved trail to reduce cost or to agree to pay the Developer for additional cost required to complete the trail as described. The City shall verify that all right-of-way and easements are in place prior to construction and shall communicate with affected property owners prior to the construction to ensure access is provided for the construction. The Developer's contractor shall communicate with the property owners to inform them of expected construction dates and any activities that may inconvenience the property owners during construction.

3. The Developer shall fully improve frontage on Hale Street to the equivalent width of the proposed subdivision (approximately 1,300 feet) with financial reimbursement by the City as described. The improvements will include:
 - Constructing a half pavement width of 19 feet to meet the Local Roadway standard with a 2" or greater overlay on the remainder of the existing street pavement width to provide a full width pavement improvement.
 - Constructing 30" curb and gutter and 5' sidewalk along the west side of Hale Street along Developer's frontage, or other mutually agreeable profile that will allow for a functional and aesthetically pleasing transition to the existing neighbor's improvements - to be determined by the City's engineer. (It is recognized that the existing right-of-way widths vary through this section and difference will be adjusted in the park strip to provide a total pavement width of 38 feet.)
 - Place a 2" overlay, or thicker as required to provide a smooth drivable surface, over the remaining existing pavement.
 - Phase 1 frontage on Hale Street and frontage on Parcel 077-0075 shall be improved in conjunction with improvements to Phase 1.
 - The remaining frontage to the south including parcels 077-0059 to 077-0047 shall be improved in conjunction with improvements to Phase 2. If the City does not have a deed requirement for improvements on any of the parcels along the aforementioned frontage on the west side of Hale Street, the City will either pay the Developer for the improvements for said parcel(s) or will not require the Developer to construct said improvements.

The Developer shall utilize the remaining funds, if any be available, from Item #2 to go toward the costs of the 2" overlay through this portion of Hale Street. The improvement of the west half of Hale Street shall be constructed by the Developer and those sections fronting properties owned by others shall be paid for by Grantsville City. At least 90 days prior to the beginning of construction of said improvements Grantsville City shall begin the process to seek reimbursement from property owners for improvements fronting the existing parcels on the west side of Hale Street as described in property owners' respective deeds. The portions of the Hale Street improvements fronting the land owned by the Developer of the proposed development shall be paid for by the Developer. The City shall pay the Developer in full for the Phase 2 Hale Street improvements within 30 days of acceptance of the improvements by the City Council.

4. The Developer shall place a 2" pavement overlay for the full width of the existing pavement from the end of the improvements described in Item 3 along Hale Street northward for a length to be determined by the City once costs and credits for the Items 2 and 3 improvements have been

determined. The overlay shall occur with the improvement of Wells Crossing Phase 3 and the City shall pay the Developer in full for the overlay within 30 days of acceptance of the Phase 3 improvements by the City Council.

The City shall verify that all right-of-way and easements are in place prior to construction and shall communicate with affected property owners prior to the construction to ensure access is provided for the construction. The Developers contractor shall communicate with the property owners to inform them of expected construction dates and any activities that may inconvenience the property owners during construction.

5. The Developer has agreed to:
1. Construct a ½ acre park within the subdivision, including irrigated landscaping, grass, pavilion, tot lot, restroom, sidewalks and trees, which shall be dedicated to the City of Grantsville; or
 2. Provide a 2-acre parcel of land adjacent to or nearby the subdivision and shall agree to either provide the basic irrigation and grass for the entirety of the 2 acres; or
 3. Provide a 5-acre parcel of land adjacent to or nearby the subdivision, which shall meet Developer's Park commitment in full.

The City agrees to maintain the park and accept this as fulfilling the open space component described in the General Plan. This park shall be constructed, or in-kind donation completed as part of Phase 4 and prior to approval of additional phases.

6. The City shall allow an exception to the references to 25 lot maximum per phase as found in the Grantsville Land Use and Management Code Sections 21.4.1 and 21.4.3 by allowing the developer to bring forward phases as follows: Phase 1 = 31 lots, Phase 2 = 24 lots, Phase 3 = 24 lots, Phase 4 = 30 lots, Phase 5 = 26 lots, Phase 6 = 25 lots and Phase 7 = 26 lots. The purpose of this of this exception is to complete the street connection between Hale Street and Mormon Trail Road in an expedient manner with consideration of the need for a separate water line to be run from South Willow Subdivision for the higher-pressure zone contained in Phases 4 through 7 and complete critical storm drainage improvements that are tied with lots as they are needed.
7. The Developer shall use best efforts to require all construction vehicle traffic to enter and leave the site on Mormon Trail Road.

MISCELLANEOUS PROVISIONS

1. Waiver. No breach of any provision of this Agreement shall be deemed waived unless the waiver is written and signed by a duly authorized representative of the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of the Agreement.
2. Complete Agreement. This Agreement represents a complete and exclusive statement of the entire agreement between the parties and supersedes all prior and contemporaneous promises and arrangements of any kind, as well as all negotiations and discussions between the parties hereto with respect to the subject matter covered herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any of the parties hereto concerning the subject matter hereof. This is an integrated agreement.

3. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.
4. Assignment. Neither party may assign any interest in this Agreement without prior written consent of the other party. The terms of this Agreement will inure to the benefit of and be binding upon the respective representatives and successors of each of the parties. Any attempted assignment in violation of this Agreement shall be void.
5. Amendment. This Agreement may not be modified or amended except in writing, which writing must be signed by the authorized representatives of each of the parties.
6. Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.
7. Hold Harmless. Developer agrees to defend and hold the City and its officers, agents, employees and consultants harmless for any and all claims, liability, and damages arising out of any work or activity of Developer or its members, agents, contractors, or employees which is permitted or required pursuant to this Agreement. Developer further agrees to and shall indemnify and hold the City and its officers, agents, employees harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any accident, injury (including death), loss or damage whatsoever, caused to any person or to the property of any person, resulting directly or indirectly from any acts or any errors or omissions of Developer or any of its members, agents, contractors, or employees in connection with the work contemplated by this Agreement, except for the willful misconduct or negligent acts or omission of the City or its officers, agents or employees.
8. Representations. Developer Represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder. The City also represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder.
9. Severability. In the event that any portion of this Agreement is deemed unenforceable, all other provisions of this Agreement shall remain in full force and effect.
10. Conflict. To the extent the terms or provision of this Agreement conflict with any of the terms or provision of the 2005 Annexation Development Agreement or any Amendment thereto, the terms and provisions of this Agreement shall control.
11. Governing Law. It is understood and agreed that the construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

EFFECTIVE DATE

12. The terms of this agreement shall become effective at such time as all parties have signed the Agreement and shall continue in effect until all the terms of the agreement have been completed and all reimbursements have been paid for the Wells Crossing Subdivision Phases 1-7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this 8th day of July, 2019

Dated this 6th day of March, 2019

DEVELOPER

CITY

[Signature]
Name V.P. Bruce
Position, Corporation mtn west part.

[Signature]
Mayor, Grantsville City, Utah

WITNESS:

WITNESS:

[Signature]

[Signature]
Christine Webb
City Recorder

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On the 8 day of July 2019, personally appeared before me, a Notary Public in and for the State of Utah, Derek Ellis, who being by me duly sworn did say that he is the Project Representative of DRP Management & A.W. Hardy Family Investments, LTD, a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Company.



[Signature]
Notary Public

CITY ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF TOOELE)

On the 2 day of Mar, 2020²⁰ personally appeared before me Brent Marshall 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 Mayor acknowledged to me that the City executed the same.

[Signature]

NOTARY PUBLIC

My Commission Expires: 3/18/2023

Residing at: Grantsville

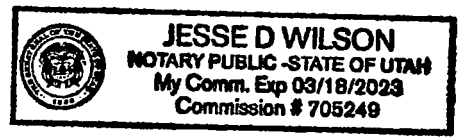
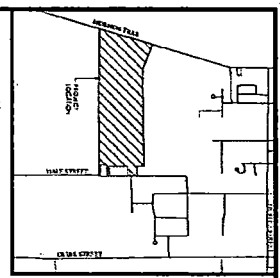


Exhibit A

Wells Crossing Subdivision Preliminary Drawings

Dated July 13, 2018

Seven sheets

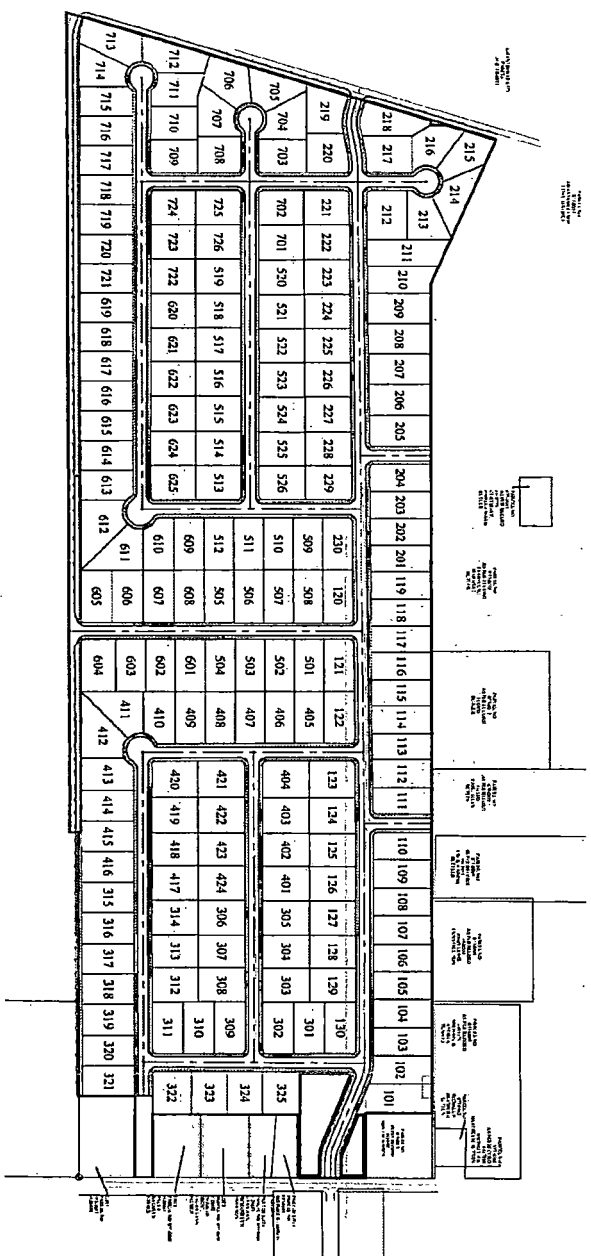
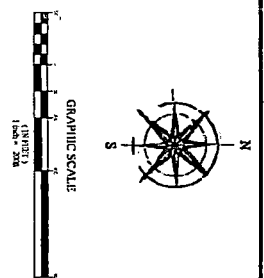


VICINITY MAP

Sheet Number	Sheet Title
C1	COVER SHEET
C2.1	PRELIMINARY PLAT
C2.2	PRELIMINARY PLAT
C2.3	PRELIMINARY PLAT
C2.4	PRELIMINARY PLAT
C3	SITE & UTILITY PLAN
C4	GRADING & DRAINAGE PLAN
C4.1	GRADING & DRAINAGE PLAN
C5	PLASING PLAN

WELLS CROSSING

PREPARED FOR:
MOUNTAIN VISTA DEVELOPMENT
LOCATED IN:
GRANTSVILLE, UTAH



SITE MAP

GENERAL NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES SHOWN ON THIS PLAN AND TO BE RESPONSIBLE FOR ANY CORRECTIONS AND MODIFICATIONS TO THE PLAN AND TO BE RESPONSIBLE FOR ANY CORRECTIONS AND MODIFICATIONS TO THE PLAN AND TO BE RESPONSIBLE FOR ANY CORRECTIONS AND MODIFICATIONS TO THE PLAN.
2. ANY AND ALL DIMENSIONS IN THIS PLAN ARE TO BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
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9. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

ENGINEER'S NOTES TO CONTRACTOR

1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL UTILITIES AND STRUCTURES SHOWN ON THIS PLAN AND TO BE RESPONSIBLE FOR ANY CORRECTIONS AND MODIFICATIONS TO THE PLAN AND TO BE RESPONSIBLE FOR ANY CORRECTIONS AND MODIFICATIONS TO THE PLAN.
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CONTACTS

FOR ALL INFORMATION CONTACT THE ENGINEER AT THE FOLLOWING ADDRESS:
 ENGINEER: [Name]
 ADDRESS: [Address]
 PHONE: [Phone]
 FAX: [Fax]
 EMAIL: [Email]

GRANTSVILLE PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ A.D. _____
 BY _____ AT THE GRANTSVILLE PLANNING COMMISSION



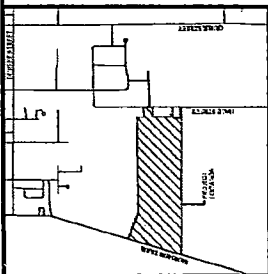
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WELLS CROSSING

GRANTSVILLE, UTAH
COVER SHEET

FOCUS
ENGINEERING AND SURVEYING, LLC
11 WEST CENTER STREET
MIDVALE, UTAH 84047 PH: (801) 552-0771
www.FocusUtah.com



WELL'S CROSSING
 PRELIMINARY PLAT
 LOCATED IN THE SW/4 & SE/4 OF SECTION 1,
 & NW/4 & NE/4 OF SECTION 12, T3S, R0W,
 SALT LAKE BASIN & MERRIDIAN
 GRANTSVILLE CITY, TOOELE COUNTY, UTAH



GRAPHIC SCALE
 100' = 1" = 100'

Lot 1586

Lot	Area (sq. ft.)	Acres
1586	10,000.00	0.23
1587	10,000.00	0.23
1588	10,000.00	0.23
1589	10,000.00	0.23
1590	10,000.00	0.23
1591	10,000.00	0.23
1592	10,000.00	0.23
1593	10,000.00	0.23
1594	10,000.00	0.23
1595	10,000.00	0.23
1596	10,000.00	0.23
1597	10,000.00	0.23
1598	10,000.00	0.23
1599	10,000.00	0.23
1600	10,000.00	0.23

Curio Table

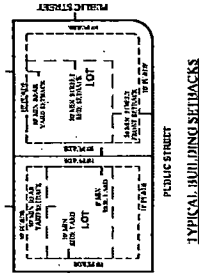
Curio	Block	Area (sq. ft.)	Acres	Lot	Area (sq. ft.)	Acres
C1	1586	10,000.00	0.23	1586	10,000.00	0.23
C2	1587	10,000.00	0.23	1587	10,000.00	0.23
C3	1588	10,000.00	0.23	1588	10,000.00	0.23
C4	1589	10,000.00	0.23	1589	10,000.00	0.23
C5	1590	10,000.00	0.23	1590	10,000.00	0.23
C6	1591	10,000.00	0.23	1591	10,000.00	0.23
C7	1592	10,000.00	0.23	1592	10,000.00	0.23
C8	1593	10,000.00	0.23	1593	10,000.00	0.23
C9	1594	10,000.00	0.23	1594	10,000.00	0.23
C10	1595	10,000.00	0.23	1595	10,000.00	0.23
C11	1596	10,000.00	0.23	1596	10,000.00	0.23
C12	1597	10,000.00	0.23	1597	10,000.00	0.23
C13	1598	10,000.00	0.23	1598	10,000.00	0.23
C14	1599	10,000.00	0.23	1599	10,000.00	0.23
C15	1600	10,000.00	0.23	1600	10,000.00	0.23

Curio Table

Curio	Block	Area (sq. ft.)	Acres	Lot	Area (sq. ft.)	Acres
C16	1601	10,000.00	0.23	1601	10,000.00	0.23
C17	1602	10,000.00	0.23	1602	10,000.00	0.23
C18	1603	10,000.00	0.23	1603	10,000.00	0.23
C19	1604	10,000.00	0.23	1604	10,000.00	0.23
C20	1605	10,000.00	0.23	1605	10,000.00	0.23
C21	1606	10,000.00	0.23	1606	10,000.00	0.23
C22	1607	10,000.00	0.23	1607	10,000.00	0.23
C23	1608	10,000.00	0.23	1608	10,000.00	0.23
C24	1609	10,000.00	0.23	1609	10,000.00	0.23
C25	1610	10,000.00	0.23	1610	10,000.00	0.23
C26	1611	10,000.00	0.23	1611	10,000.00	0.23
C27	1612	10,000.00	0.23	1612	10,000.00	0.23
C28	1613	10,000.00	0.23	1613	10,000.00	0.23
C29	1614	10,000.00	0.23	1614	10,000.00	0.23
C30	1615	10,000.00	0.23	1615	10,000.00	0.23

Curio Table

Curio	Block	Area (sq. ft.)	Acres	Lot	Area (sq. ft.)	Acres
C31	1616	10,000.00	0.23	1616	10,000.00	0.23
C32	1617	10,000.00	0.23	1617	10,000.00	0.23
C33	1618	10,000.00	0.23	1618	10,000.00	0.23
C34	1619	10,000.00	0.23	1619	10,000.00	0.23
C35	1620	10,000.00	0.23	1620	10,000.00	0.23
C36	1621	10,000.00	0.23	1621	10,000.00	0.23
C37	1622	10,000.00	0.23	1622	10,000.00	0.23
C38	1623	10,000.00	0.23	1623	10,000.00	0.23
C39	1624	10,000.00	0.23	1624	10,000.00	0.23
C40	1625	10,000.00	0.23	1625	10,000.00	0.23
C41	1626	10,000.00	0.23	1626	10,000.00	0.23
C42	1627	10,000.00	0.23	1627	10,000.00	0.23
C43	1628	10,000.00	0.23	1628	10,000.00	0.23
C44	1629	10,000.00	0.23	1629	10,000.00	0.23
C45	1630	10,000.00	0.23	1630	10,000.00	0.23



TYPICAL BUILDING SETBACKS

SHEET C2.5

PREPARED FOR

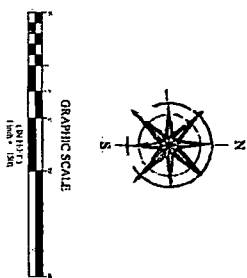
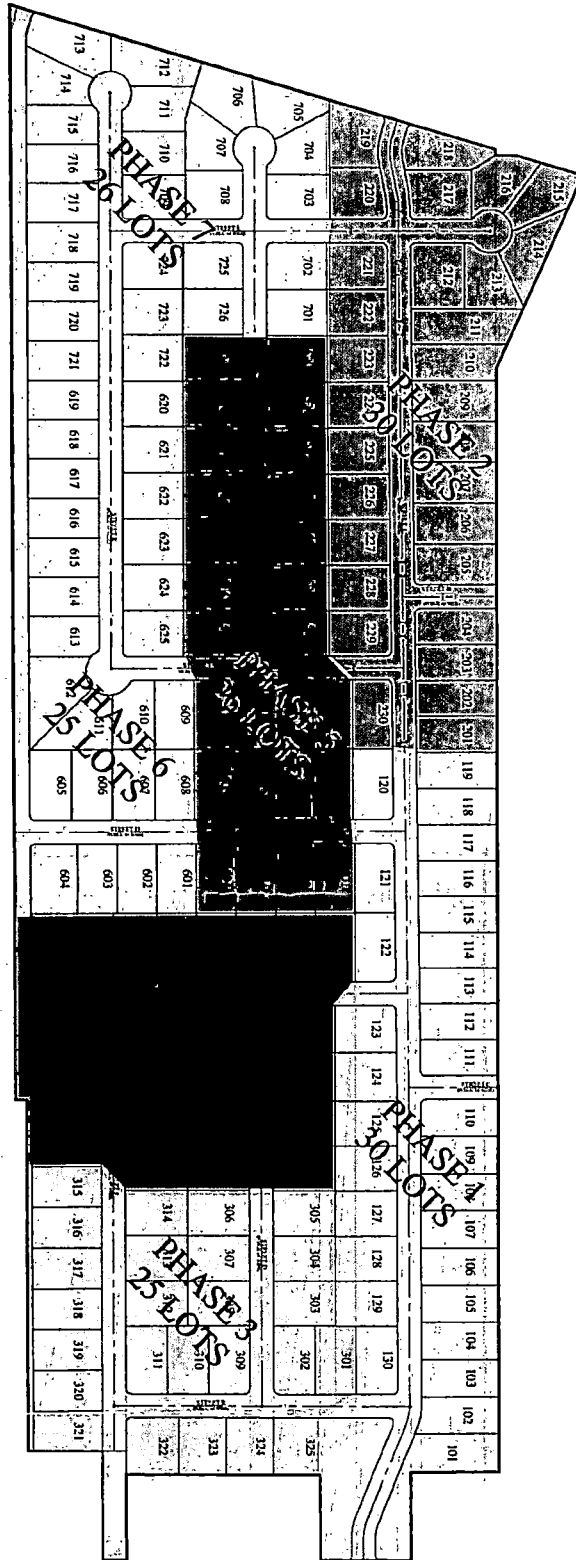
PREPARED BY



WELL'S CROSSING
 PRELIMINARY PLAT
 LOCATED IN THE SW/4 & SE/4 OF SECTION 1,
 & NW/4 & NE/4 OF SECTION 12, T3S, R0W,
 SALT LAKE BASIN & MERRIDIAN
 GRANTSVILLE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER
 STATE OF UTAH COUNTY AS FOLLOWS RECORDED & FILED AT THE
 RECORDER'S OFFICE IN THE CITY OF GRANTSVILLE, UTAH, TOOELE COUNTY, UTAH
 11/18

GRANTSVILLE PLANNING COMMISSION
 APPROVED FOR: MAY 18, 2011
 BY: THE GRANTSVILLE PLANNING COMMISSION
 CIVIL ENGINEERING CONSULTANTS



GRANTSVILLE PLANNING COMMISSION
 APPROVED FOR: MAY 18, 2011
 BY: THE GRANTSVILLE PLANNING COMMISSION
 CIVIL ENGINEERING CONSULTANTS

NO.	DATE	DESCRIPTION
1		
2		
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WELLS CROSSING

GRANTSVILLE, UTAH
 PHASING PLAN

FOCUS
 ENGINEERING AND SURVEYING, L.L.C.
 32 WEST CENTRA STREET
 MIDVALE, UTAH 84047 PH: (801) 252-4015
 www.focusinc.com

C5

Exhibit B

Wells Crossing Offsite Drawings

Dated July 13, 2018

Four sheets

|
|
|

Exhibit C

Wells Crossing Subdivision Legal Description

PARCEL 1:
TAX PARCEL NO. 01-077-0-0052

BEG AT A PT S 34.49 FT, AND W 1,292.10 FT FR SE COR OF SEC 1, T3S, R6W, SLB&M AS ESTABLISHED BY THE DEPENDENT RESURVEY OF TOOELE COUNTY (BASIS OF BEARING BEING S 89°52'27"W BETWEEN TOOELE COUNTY MONUMENTS FOUND MARKING THE SE COR AND S 1/4 COR OF SD SEC 1), SD PT BEING SE COR OF THE SW 1/4 OF THE SE 1/4 OF SD SEC 1, S 89°44'42" W, 3,065.25 FT TO E R/W LI OF MORMON TRAIL ROAD, A TOOELE COUNTY RD; TH N 16° 27'24" E, ALG SD E R/W LI, 1,431.22 FT TO S LI OF A GRANTSVILLE CITY PARCEL; TH ALG SD S LI N 89°52'55" E 26.75 FT TO SW COR OF GRANTSVILLE SOIL CONSERVATION DISTRICT PPTY; TH ALG W LI OF GRANTSVILLE SOIL CONSERVATION DISTRICT PPTY, N 0° 00'31" W, 90.45 FT TO E LI OF SD MORMON TRAIL RD; TH ALG SD E LI N 16° 27'24" E 151.49 FT TO A PT 30.00 FT PERPENDICULARLY DISTANT FR C/L OF A DIRT RD; TH ALG A LINE PARALLEL TO, AND 30 FT PERPENDICULARLY DISTANT FR THE C/LI OF SD DIRT RD, S 65°38'47" E 568.87 FT TO THE S LI OF A GRANTSVILLE SOIL CONSERVATION DISTRICT PARCEL; TH ALG S LI OF ONE GRANTSVILLE SOIL CONSERVATION DISTRICT PARCEL AND N LI OF ANOTHER GRANTSVILLE SOIL CONSERVATION DISTRICT PARCEL, A PORTION OF SD LI ALSO BEING S BDY OF BUTLER PARCELS, N 89° 53'46" E 2,072.76 FT TO NE COR OF THE SW 1/4 OF THE SE 1/4 OF SD SEC, TH ALG W LI OF THE SW 1/4 OF THE SE 1/4 OF SD SEC 1, S 00°02'13" W 1,363.92 FT M/L TO POB. 91.45 ACRES, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 2:
TAX PARCEL NO. 01-077-0-0076

BEG 309 FT W OF THE SE COR OF SEC 1, T3S, R6W, SLB&M, RUN TH N 209.00 FT, TH E 309.00 FT TO THE E BOUNDARY OF SAID SEC 1; TH N 66 FT ALG THE E BOUNDARY OF SD SEC 1; TH W 240 FT, TH N 0°17'30" E 544.5 FT, TH N 89°52'18" E 240 FT TO THE E BOUNDARY OF SD SEC 1; TH N 252.36 FT ALG THE E BOUNDARY OF SD SEC 1; TH W 247.38 FT, TH N 249.48 FT TO THE N BOUNDARY OF THE SE 1/4 OF SE 1/4 OF SD SEC 1; TH W 1070.52 FT ALG THE N BOUNDARY OF THE SE 1/4 OF THE SE 1/4 OF SD SEC 1 TO THE FIELDSTONE HOMES UTAH, LLC. PROPERTY AS DESCRIBED N THE CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 17, 2008 AS ENTRY NO. 309187 OF TOOELE COUNTY RECORDS; TH S 1320 FT TO THE S BOUNDARY OF SD SEC 1; TH N 89°52'18" E 1004.72 FT TO THE POB.

Exhibit C

Wells Crossing Subdivision Legal Description

PARCEL 3:

TAX PARCEL NO. 01-077-0-0092

BEG AT A PT S 34.49 FT, AND W 1,292.10 FT FR SE COR OF SEC 1, T3S, R6W, SLB&M AS ESTABLISHED BY THE DEPENDENT RESURVEY OF TOOELE COUNTY (BASIS OF BEARING BEING S 89°52'27"W BETWEEN TOOELE COUNTY MONUMENTS FOUND MARKING THE SE COR AND S 1/4 COR OF SD SEC 1), SD PT BEING SE COR OF THE SW 1/4, SE 1/4 OF SD SEC 1, S 89°44'42" W, 3,065.25 FT TO E R/W LI OF MORMON TRAIL ROAD, A TOOELE COUNTY RD; TH N 16° 27'24" E, ALG SD E R/W LI, 1,431.22 FT TO S LI OF A GRANTSVILLE CITY PARCEL; TH ALG SD S LI N 89°52'55" E 26.75 FT TO SW COR OF GRANTSVILLE SOIL CONSERVATION DISTRICT PPTY; TH ALG W LI OF GRANTSVILLE SOIL CONSERVATION DISTRICT PPTY, N 0° 00'31" W, 90.45 FT TO E LI OF SD MORMON TRAIL RD; TH ALG SD E LI N 16° 27'24" E 151.49 FT TO A PT 30.00 FT PERPENDICULARLY DISTANT FR C/L OF A DIRT RD; TH ALG A LINE PARALLEL TO, AND 30 FT PERPENDICULARLY DISTANT FR THE C/LI OF SD DIRT RD, S 65°38'47" E 568.87 FT TO THE S LI OF A GRANTSVILLE SOIL CONSERVATION DISTRICT PARCEL; TH ALG S LI OF ONE GRANTSVILLE SOIL CONSERVATION DISTRICT PARCEL AND N LI OF ANOTHER GRANTSVILLE SOIL CONSERVATION DISTRICT PARCEL, A PORTION OF SD LI ALSO BEING S BDY OF BUTLER PARCELS, N 89° 53'46" E 2,072.76 FT TO NE COR OF THE SW 1/4, SE 1/4 OF SD SEC, TH ALG W LI OF THE SW 1/4, SE 1/4 OF SD SEC 1, S 00°02'13" W 1,363.92 FT M/L TO POB. 91.45 ACRES, MORE OR LESS.-----LESS 9.22 AC (WELLS CROSSING SUB PH 1 ENTRY # 488452). BALANCE OF 1-77-52 AFTER 20-72(ENTRY #488452) FOR 2020 YEAR. 82.23 AC

PARCEL 4:

TAX PARCEL NO. 01-077-0-0093

BEG 309 FT W OF THE SE COR OF SEC 1, T3S, R6W, SLB&M, RUN TH N 209.00 FT, TH E 309.00 FT TO THE E BOUNDARY OF SAID SEC 1; TH N 66 FT ALG THE E BOUNDARY OF SD SEC 1; TH W 240 FT, TH N 0°17'30" E 544.5 FT, TH N 89°52'18" E 240 FT TO THE E BOUNDARY OF SD SEC 1; TH N 252.36 FT ALG THE E BOUNDARY OF SD SEC 1; TH W 247.38 FT, TH N 249.48 FT TO THE N BOUNDARY OF THE SE 1/4 OF SE 1/4 OF SD SEC 1; TH W 1070.52 FT ALG THE N BOUNDARY OF THE SE 1/4 OF THE SE 1/4 OF SD SEC 1 TO THE FIELDSTONE HOMES UTAH, LLC. PROPERTY AS DESCRIBED N THE CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 17, 2008 AS ENTRY NO. 309187 OF TOOELE COUNTY RECORDS; TH S 1320 FT TO THE S BOUNDARY OF SD SEC 1; TH N 89°52'18" E 1004.72 FT TO THE POB. OUT OF 1-77-21 FOR 2010 YEAR. 34.093 AC----LESS 13.34 AC (WELLS CROSSING SUB PH 1 ENTRY

#488458). BALANCE OF 1-77-76 AFTER 20-72(WELLS CROSSING SUB PH 1) FOR 2020 YEAR. 20.75 AC

PARCEL 5:
TAX PARCEL NO. 01-077-0-0096

THAT PORTION LYING WEST OF WELLS CROSSING SUBDIVISION PHASE 2: BEG 309 FT W OF THE SE COR OF SEC 1, T3S, R6W, SLB&M, RUN TH N 209.00 FT, TH E 309.00 FT TO THE E BOUNDARY OF SAID SEC 1; TH N 66 FT ALG THE E BOUNDARY OF SD SEC 1; TH W 240 FT, TH N 0°17'30" E 544.5 FT, TH N 89°52'18" E 240 FT TO THE E BOUNDARY OF SD SEC 1; TH N 252.36 FT ALG THE E BOUNDARY OF SD SEC 1; TH W 247.38 FT, TH N 249.48 FT TO THE N BOUNDARY OF THE SE 1/4 OF SE 1/4 OF SD SEC 1; TH W 1070.52 FT ALG THE N BOUNDARY OF THE SE 1/4 OF THE SE 1/4 OF SD SEC 1 TO THE FIELDSTONE HOMES UTAH, LLC. PROPERTY AS DESCRIBED N THE CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 17, 2008 AS ENTRY NO. 309187 OF TOOELE COUNTY RECORDS; TH S 1320 FT TO THE S BOUNDARY OF SD SEC 1; TH N 89°52'18" E 1004.72 FT TO THE POB. OUT OF 1-77-21 FOR 2010 YEAR. 34.093 AC----LESS 13.34 AC (WELLS CROSSING SUB PH 1 ENTRY #488458). BALANCE OF 1-77-76 AFTER 20-72(WELLS CROSSING SUB PH 1) FOR 2020 YEAR. 20.75 AC-----LESS 15.58 AC (WELLS CROSSING SUB PH 2 ENTRY # 504833). BALANCE OF 1-77-93 AFTER 21-8 (WELLS CROSSING SUB PH 2) FOR 2021 YEAR. 4.63 AC

PARCEL 6:
TAX PARCEL NO. 01-077-0-0097

THAT PORTION LYING EAST OF WELLS CROSSING SUBDIVISION PHASE 2: BEG 309 FT W OF THE SE COR OF SEC 1, T3S, R6W, SLB&M, RUN TH N 209.00 FT, TH E 309.00 FT TO THE E BOUNDARY OF SAID SEC 1; TH N 66 FT ALG THE E BOUNDARY OF SD SEC 1; TH W 240 FT, TH N 0°17'30" E 544.5 FT, TH N 89°52'18" E 240 FT TO THE E BOUNDARY OF SD SEC 1; TH N 252.36 FT ALG THE E BOUNDARY OF SD SEC 1; TH W 247.38 FT, TH N 249.48 FT TO THE N BOUNDARY OF THE SE 1/4 OF SE 1/4 OF SD SEC 1; TH W 1070.52 FT ALG THE N BOUNDARY OF THE SE 1/4 OF THE SE 1/4 OF SD SEC 1 TO THE FIELDSTONE HOMES UTAH, LLC. PROPERTY AS DESCRIBED N THE CERTAIN BOUNDARY LINE AGREEMENT RECORDED JUNE 17, 2008 AS ENTRY NO. 309187 OF TOOELE COUNTY RECORDS; TH S 1320 FT TO THE S BOUNDARY OF SD SEC 1; TH N 89°52'18" E 1004.72 FT TO THE POB. OUT OF 1-77-21 FOR 2010 YEAR. 34.093 AC----LESS 13.34 AC (WELLS CROSSING SUB PH 1 ENTRY #488458). BALANCE OF 1-77-76 AFTER 20-72(WELLS CROSSING SUB PH 1) FOR 2020 YEAR. 20.75 AC-----LESS 15.58 AC (WELLS CROSSING SUB PH 2 ENTRY # 504833). BALANCE OF 1-77-93 AFTER 21-8 (WELLS CROSSING SUB PH 2) FOR 2021 YEAR. 0.47 AC

Exhibit C-1

Wells Crossing Lots in Phase 1 Legal Description

LOT 101:
TAX PARCEL NO. 20-072-0-0101

LOT 101, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 1.04 AC

LOT 102:
TAX PARCEL NO. 20-072-0-0102

LOT 102, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.52 AC

LOT 103:
TAX PARCEL NO. 20-072-0-0103

LOT 103, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 104:
TAX PARCEL NO. 20-072-0-0104

LOT 104, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 105:
TAX PARCEL NO. 20-072-0-0105

LOT 105, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 106:
TAX PARCEL NO. 20-072-0-0106

LOT 106, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 107:
TAX PARCEL NO. 20-072-0-0107

LOT 107, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 108:
TAX PARCEL NO. 20-072-0-0108

LOT 108, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 109:
TAX PARCEL NO. 20-072-0-0109

LOT 109, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 110:
TAX PARCEL NO. 20-072-0-0110

LOT 110, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 111:
TAX PARCEL NO. 20-072-0-0111

LOT 111, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 AND 1-77-52 FOR 2020 YEAR. 0.50 AC

LOT 112:
TAX PARCEL NO. 20-072-0-0112

LOT 112, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.51 AC

LOT 113:
TAX PARCEL NO. 20-072-0-0113

LOT 113, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.51 AC

LOT 114:
TAX PARCEL NO. 20-072-0-0114

LOT 114, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.54 AC

LOT 115:
TAX PARCEL NO. 20-072-0-0115

LOT 115, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.54 AC

LOT 116:
TAX PARCEL NO. 20-072-0-0116

LOT 116, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.54 AC

LOT 117:
TAX PARCEL NO. 20-072-0-0117

LOT 117, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.54 AC

LOT 118:
TAX PARCEL NO. 20-072-0-0118

LOT 118, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.55 AC

LOT 119:
TAX PARCEL NO. 20-072-0-0119

LOT 119, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.55 AC

LOT 120:
TAX PARCEL NO. 20-072-0-0120

LOT 120, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.51 AC

LOT 121:
TAX PARCEL NO. 20-072-0-0121

LOT 121, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.50 AC

LOT 122:
TAX PARCEL NO. 20-072-0-0122

LOT 122, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.51 AC

LOT 123:
TAX PARCEL NO. 20-072-0-0123

LOT 123, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 FOR 2020 YEAR. 0.53 AC

LOT 124:
TAX PARCEL NO. 20-072-0-0124

LOT 124, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-52 AND 1-77-76 FOR 2020 YEAR. 0.51 AC

LOT 125:
TAX PARCEL NO. 20-072-0-0125

LOT 125, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 126:
TAX PARCEL NO. 20-072-0-0126

LOT 126, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 127:
TAX PARCEL NO. 20-072-0-0127

LOT 127, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 128:
TAX PARCEL NO. 20-072-0-0128

LOT 128, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 129:
TAX PARCEL NO. 20-072-0-0129

LOT 129, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.50 AC

LOT 130:
TAX PARCEL NO. 20-072-0-0130

LOT 130, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 0.51 AC

LOT 131:
TAX PARCEL NO. 20-072-0-0131

LOT 131, WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 FOR 2020 YEAR. 1.76 AC

ROADS:

TAX PARCEL NO. 20-072-0-000R

ALL ROADS (WILLIAMS LANE, MAXWELL DR, WHITMER WAY, WOODRUFF WAY) LOCATED WITHIN WELLS CROSSING SUBDIVISION PHASE 1, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-76 AND 1-77-52 FOR 2020 YEAR. 4.8 AC

Exhibit C-2

Wells Crossing Lots in Phase 2 Legal Description

LOT 201:
TAX PARCEL NO. 21-008-0-0201

LOT 201, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.50 AC

LOT 202:
TAX PARCEL NO. 21-008-0-0202

LOT 202, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.50 AC

LOT 203:
TAX PARCEL NO. 21-008-0-0203

LOT 203, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 204:
TAX PARCEL NO. 21-008-0-0204

LOT 204, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 205:
TAX PARCEL NO. 21-008-0-0205

LOT 205, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 206:
TAX PARCEL NO. 21-008-0-0206

LOT 206, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 207:
TAX PARCEL NO. 21-008-0-0207

LOT 207, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 208:
TAX PARCEL NO. 21-008-0-0208

LOT 208, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 209:
TAX PARCEL NO. 21-008-0-0209

LOT 209, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 210:
TAX PARCEL NO. 21-008-0-0210

LOT 210, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 211:
TAX PARCEL NO. 21-008-0-0211

LOT 211, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.50 AC

LOT 212:
TAX PARCEL NO. 21-008-0-0212

LOT 212, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.50 ACAC

LOT 213:
TAX PARCEL NO. 21-008-0-0213

LOT 213, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.50 AC

LOT 214:
TAX PARCEL NO. 21-008-0-0214

LOT 214, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 215:
TAX PARCEL NO. 21-008-0-0215

LOT 215, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 216:
TAX PARCEL NO. 21-008-0-0216

LOT 216, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 217:
TAX PARCEL NO. 21-008-0-0217

LOT 217, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.45 AC

LOT 218:
TAX PARCEL NO. 21-008-0-0218

LOT 218, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.46 AC

LOT 219:
TAX PARCEL NO. 21-008-0-0219

LOT 219, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.47 AC

LOT 220:
TAX PARCEL NO. 21-008-0-0220

LOT 220, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.47 AC

LOT 221:
TAX PARCEL NO. 21-008-0-0221

LOT 221, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.47 AC

LOT 222:
TAX PARCEL NO. 21-008-0-0222

LOT 222, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.47 AC

LOT 223:
TAX PARCEL NO. 21-008-0-0223

LOT 223, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.46 AC

LOT 224:
TAX PARCEL NO. 21-008-0-0224

LOT 224, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.66 AC

LOT 225:
TAX PARCEL NO. 21-008-0-0225

LOT 225, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.56 AC

LOT 226:
TAX PARCEL NO. 21-008-0-0226

LOT 226, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.50 AC

LOT 227:
TAX PARCEL NO. 21-008-0-0227

LOT 227, WELLS CROSSING SUBDIVISION PHASE 2, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-93 FOR 2021 YEAR. 0.50 AC

ROADS:
TAX PARCEL NO. 21-008-0-000R

ALL STREETS (PHELPS STREET, WOODRUFF WAY, COWDERY DRIVE) DEDICATED IN WELLS CROSSING SUBDIVISION PH 2, A SUBDIVISION OF GRANTSVILLE CITY OUT OF 1-77-93 FOR 2021 YEAR. 2.66 AC

**ADDENDUM #1 TO THE DEVELOPMENT AGREEMENT DATED MARCH 3, 2019
for
WELLS CROSSING PHASES 1-7**

This Addendum to the Development Agreement for Wells Crossing Phases 1-7 dated March 3, 2019, hereinafter referred to as "Agreement," is entered into this 7th day of June 2019, by and between the Grantsville City, a Utah municipal corporation with its main office located at 429 East Main Street, Grantsville, Utah 84029, hereinafter referred to as "City," and DRP Management & A.W. Hardy Family Investments, LTD, a Utah Limited Liability Company with its principal office located at 2885 South Main Street, Salt Lake City, Utah 84115, hereinafter referred to as "Developer" (collectively, "the Parties"), and/or the Parties' successors and assigns.

RECITALS

WHEREAS, the Developer has submitted a conditional use application for a 1.5 acre 10-unit multi-family residential development in the RM-7 zone and located at approximately the intersection of Lilly Lane and Pear Street, hereafter referred to as "Grant Park"; and

WHEREAS, the City is interested in transferring the density from Grant Park to a more suitable location, replacing the 10 units with three 1/2 acre lots at the former Grant Park site and allowing eight additional lots in the Wells Crossing Subdivision for a total of 194 lots of no less than 1/3 acre; and

WHEREAS, the Developer has agreed to withdraw the conditional use application and divide the Grant Park parcel into three 1/2-acre lots and add eight additional lots to the Wells Crossing Subdivision reconfiguring lot sizes to no less than 1/3 acre on as many lots as are required to fit the 8 additional lots into the currently approved street layout with minimal alteration.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which is hereby willfully acknowledged, the Parties agree as follows:

TERMS

1. The Developer shall request that the City rezone the Grant Park parcel to R-1-21 Zone.
2. The Developer shall divide the former Grant Park parcel into three 1/2 acre lots.
3. The City shall allow the Developer to reconfigure a portion of the Wells Crossing Subdivision into parcels of no less than 1/3 acre, meeting all code requirements for 1/3-acre parcels to reach a total number of 194 parcels. The reconfiguration may occur over multiple phases such that the currently approved street and utility layout may remain with minimal modification. The reconfiguration may require modification of the phasing. The Developer shall submit to the City an amended preliminary plan for the complete Wells Crossing subdivision to be considered concurrently with the application for the first revised phase containing the 1/3 acre lots.

MISCELLANEOUS PROVISIONS

1. Waiver. No breach of any provision of this Agreement shall be deemed waived unless the waiver is written and signed by a duly authorized representative of the waiving party. Waiver of one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement, the March 3, 2019 Development Agreement or any Amendment thereto.

2. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.
3. Assignment. Neither party may assign any interest in this Agreement without prior written consent of the other party. The terms of this Agreement will inure to the benefit of and be binding upon the respective representatives and successors of each of the parties. Any attempted assignment in violation of this Agreement shall be void.
4. Amendment. This Agreement may not be modified or amended except in writing, which writing must be signed by the authorized representatives of each of the parties.
5. Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.
6. Hold Harmless. Developer agrees to defend and hold the City and its officers, agents, employees and consultants harmless for any and all claims, liability, and damages arising out of any work or activity of Developer or its members, agents, contractors, or employees which is permitted or required pursuant to this Agreement. Developer further agrees to and shall indemnify and hold the City and its officers, agents, employees harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any accident, injury (including death), loss or damage whatsoever, caused to any person or to the property of any person, resulting directly or indirectly from any acts or any errors or omissions of Developer or any of its members, agents, contractors, or employees in connection with the work contemplated by this Agreement, except for the willful misconduct or negligent acts or omission of the City or its officers, agents or employees.
7. Representations. Developer Represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder. The City also represents and warrants that it is authorized to enter into the transactions contemplated herein and to carry out its obligations hereunder.
8. Severability. In the event that any portion of this Agreement is deemed unenforceable, all other provisions of this Agreement, the March 3, 2019 Development Agreement or any Amendment thereto shall remain in full force and effect.
9. Conflict. To the extent the terms or provision of this Agreement conflict with any of the terms or provision of the March 3, 2019 Development Agreement or any Amendment thereto, the terms and provisions of this Agreement shall control.
10. Governing Law. It is understood and agreed that the construction and interpretation of this Agreement shall be governed by the laws of the State of Utah.

EFFECTIVE DATE

11. The terms of this agreement shall become effective at such time as all parties have signed the Agreement and shall continue in effect until all the terms of the agreement have been completed and all reimbursements have been paid for the Wells Crossing Subdivision Phases 1-7.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this _____ day of _____, 2019

Dated this 12th day of June, 2019

DEVELOPER

CITY

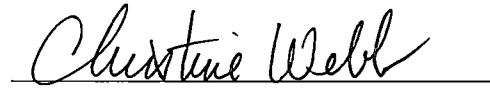
Name
Position, Corporation



Mayor, Grantsville City, Utah

WITNESS:

WITNESS:



City Recorder

STATE OF UTAH)

:ss.

COUNTY OF UTAH)

On the ____ day of _____ 20__, personally appeared before me, a Notary Public in and for the State of Utah, _____, who being by me duly sworn did say that he is the _____ of DRP Management & A.W. Hardy Family Investments, LTD, a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Company.

Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this 9th day of July, 2019

Dated this 6th day of March, 2019

DEVELOPER

CITY

Millie Parker Olson

Name Millie Parker Olson, V.P. DRP Management, Inc.

Position, Corporation

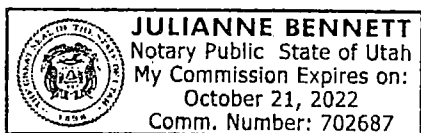
WITNESS:

STATE OF UTAH)

:SS.

COUNTY OF UTAH)
Salt Lake

On the 9th day of July, 2019 personally appeared before me, a Notary Public in and for the State of Utah, Millie Parker Olson, who being by me duly sworn did say that she is the Vice President of DRP Management, the signers of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Company



Julianne Bennett
Notary Public

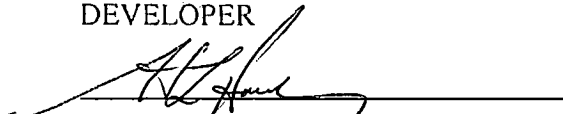
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

Dated this 11th day of July, 2019

Dated this 6th day of March, 2019

DEVELOPER

CITY



Name: Steven L. Hardy

Position, Corporation: A.W. HARDY FAMILY INVESTMENET, LTD,

WITNESS:

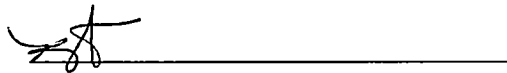


STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the 11th day of July, 2019, personally appeared before me, a Notary Public in and for the state of Utah, STEVEN L. HARDY, who being by me duly sworn did say that he is the Trustee of THE RUTH B. HARDY FAMILY TRUST, dated July 21, 2005, General Partner, of A.W. HARDY FAMILY INVESTMENTS, LTD, a Utah Limited Liability Company, the signers of the above instrument, who duly acknowledged to me that he executed the same on behalf of said company.



Notary Public

