

WHEN RECORDED, RETURN TO:  
ENCE BROS. CONSTRUCTION, INC.  
619 SO. BLUFF ST., TOWER 2  
ST. GEORGE, UTAH 84770

DOC # 20120015587

Agreement Page 1 of 4  
Russell Shirts Washington County Recorder  
05/11/2012 10:13:00 AM Fee \$ 18.00  
By ENCE BROS CONSTRUCTION INC



ADDENDUM NO. 1

TO

TREASURE VALLEY DEVELOPMENT AGREEMENT

**A. RECITALS, REPRESENTATIONS AND EXPLANATIONS TO ADDENDUM NO. 1**

This is Addendum No. 1 to that certain Treasure Valley Development Agreement (the "Development Agreement") entered into as of April 8, 2009, by and between WASHINGTON CITY, a Municipal Corporation, and referred to in the Development Agreement as the "City of Washington", (the "City"), and WASHINGTON IRREVOCABLE TRUST, (the "Developer"), regarding the development of approximately sixty (60) acres, more or less, of real property (the "Property" or "Project") located in Washington City, Washington County, Utah, as more fully described as follows:

**See "Exhibit A, Property Description"  
Attached hereto and incorporated herein by reference.**

This ADDENDUM NO. 1 is to recognize the assignment of all rights and assumption of all responsibilities, etc., by the original owner and developer, WASHINGTON IRREVOCABLE TRUST, to the present owner and developer, ENCE BROS. CONSTRUCTION, INC., a Utah Corporation, as provided and allowed pursuant to the Development Agreement.

This ADDENDUM NO. 1 is also intended to clarify that Paragraph 3.(a)(vi) of the Development Agreement is intended to reflect that the improvements required in Paragraph 3.(a)(vi) shall not be dedicated to the City until the trail has been installed and improved according to applicable City trail standards and that the City shall cooperate with the Developer at such time that the Developer may choose to request the Washington County Water Conservancy District to waive or reduce applicable impact fees for the trail property.

**B. MODIFICATIONS TO DEVELOPMENT AGREEMENT.**

The following terms and provisions of the Development Agreement are hereby added, deleted or modified and thereby incorporated and made a part of the Development Agreement:

1. The term "Developer" shall refer to ENCE BROS. CONSTRUCTION, INC., a Utah Corporation, whenever such term is used or intended throughout the entirety of the Development Agreement. ENCE BROS. CONSTRUCTION, INC. represents to the City (to which the City reasonably relies) that it is the rightful and lawful assignee of the Development Agreement and is the current owner and developer of the Property.

2. Paragraph 3.(a)(vi) of the Development Agreement shall be modified and shall read and be incorporated and made a part of the Development Agreement as follows:

**3.(a)(vi) Public Trail.** A public trail shall be installed in a workmanlike manner with a public ten (10) foot wide asphalt trail that meets ASSHTO standards along the east Project boundary on Medallion Drive (170 East) and down the center of the Project on the north side of Treasure Valley Road (400 South). The trail shall be dedicated to the City as a public trail at such time that the trail meets ASSHTO and any other additional City standards for such public trails, free and clear of encumbrances and warranted consistent with other dedicated public improvement in subdivisions. Once the trail

has been accepted by and dedicated to the City, the City shall be responsible for maintenance of the trail for the public. This trail shall remain the property and responsibility of the Developer/owner/home owners association and shall be maintained in a workmanlike manner until dedicated and accepted by the City. The remainder of the real property designated as common area for the Project along and adjacent to this trail shall be landscaped according to plans approved by the Community Development Department and in accordance with City and Community Development Department standards. Upon request by the Developer, the City agrees to reasonably cooperate with the Developer in petitioning the Washington County Water Conservancy to waive or reduce impact fees on the public trail areas.

**C. EXECUTED IN COUNTERPARTS.**

This Addendum No. 1 to Treasure Valley Development Agreement may be executed in counterparts, both of which together shall constitute one instrument.

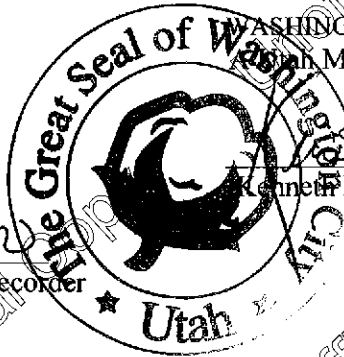
**D. EFFECT OF ADDENDUM.**

To the extent that the terms of this Addendum No. 1 modify or conflict with any provisions of the Development Agreement, the terms of this Addendum No. 1 shall control. All other terms of the Development Agreement, which are not modified by this Addendum, shall remain in full force and effect. All representations, promises and agreements contained in Section A., "Recitals, Representations and Explanations to Addendum No. 1", are considered part of the Development Agreement and shall be binding upon the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM NO. 1 TO TREASURE VALLEY DEVELOPMENT AGREEMENT effective the 28th day of March 2012.

**[SIGNATURES AND NOTARIES TO FOLLOW ON SEPARATE PAGE]**

**WASHINGTON CITY:**



WASHINGTON CITY,  
Utah Municipality,

Attest:

Danice B. Bulloch  
Danice B. Bulloch, CMC, City Recorder

Kenneth F. Neilson  
Kenneth F. Neilson, Mayor

**DEVELOPER:**

ENCE BROS. CONSTRUCTION, INC.  
A Utah Corporation,

By: Tracy Ence  
Tracy Ence, President

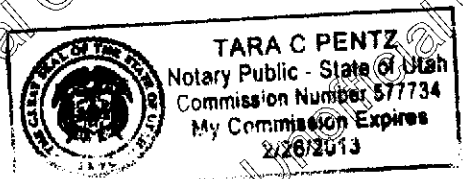
STATE OF UTAH )

ss.

COUNTY OF WASHINGTON )

On this 7<sup>th</sup> day of May 2012, before me personally appeared KENNETH F. NEILSON and DANICE B. BULLOCH, respectively the Mayor and Recorder of WASHINGTON CITY, the signers of the foregoing instrument/agreement, who did duly acknowledge to me that they executed the same.

Tara C. Pentz  
Notary Public  
Residing at: Washington UT



ENCE BROS. CONSTRUCTION, INC.

STATE OF UTAH )

ss.

COUNTY OF WASHINGTON )

On this 7 day of May 2012, before me personally appeared TRACY ENCE, the President of ENCE BROS CONSTRUCTION, INC, the signer of the foregoing instrument/agreement, who did duly acknowledge to me that he executed the same.



Cari Bishop  
Notary Public  
Residing at: 111 N 100 E Washington Utah

W-6595-a  
W-6595-b  
W-6595-c  
W-6595-d

**EXHIBIT A,**  
**PROPERTY DESCRIPTION**

PARCEL 1:

All of the East One-half of the Southwest Quarter of the Northwest Quarter (E 1/2 SW1/4 NW 1/4) and the West One-half of the Southeast Quarter of the Northwest Quarter (W 1/2 SE 1/4 NW 1/4) of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian.

PARCEL 2:

The East One-half of the Southeast Quarter of the Northwest Quarter (E 1/2 SE 1/4 NW 1/4) of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian.

More Particularly Described As Follows:

BEGINNING AT THE CENTER 1/4 SECTION CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SLB&M, THENCE ALONG THE 1/4 SECTION LINE N89°15'11"W 1983.95 FEET, THENCE N00°52'05"E 1327.41 FEET, THENCE S89°16'11"E 1987.97 FEET TO THE QUARTER SECTION LINE, THENCE S01°02'30"W 1328.00 FEET TO THE POINT OF BEGINNING. AREA CONTAINS 60.53 ACRES