

P-6

W-PL

WHEN RECORDED, RETURN TO:
Washington City
111 North 100 East
Washington, Utah 84780

DOC # 20140021748

Agreement Page 1 of 6
Russell Shirts Washington County Recorder
07/17/2014 04:32:07 PM Fee \$ 0.00
By UTAH STATE



**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT
(TO EXTEND TERM OF AGREEMENT)**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (the "Amendment") is entered into effective the 11th day of June, 2014, by WASHINGTON CITY, a Utah municipal corporation (the "City"), and THE STATE OF UTAH, acting by and through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, an independent agency of the State of Utah (the "Trust Lands Administration").

RECITALS

A. The City and Suncor Development Company ("Suncor") entered into that certain Development Agreement (the "Agreement") dated June 24, 1999, and recorded July 2, 1991, as Instrument No. 00653937, at Book 1339, Page 1456, in the office of the Washington County Recorder as an encumbrance against real property which is more particularly described in Exhibit A attached hereto and which is known as the Coral Canyon Master Planned Community.

B. Suncor assigned all of its right, title and interest in the Agreement to the Trust Lands Administration through that certain Assignment and Assumption of Development Agreement dated May 20, 2010.

C. The term of the Agreement is fifteen (15) years, with the potential for an additional fifteen (15) year extension if mutually agreed upon by the parties. The parties now desire to extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Extension of Term. The term of the Agreement is hereby extended an additional fifteen (15) years, resulting in an amended expiration date of June 24, 2029.

2. No Other Revisions. Except as expressly set forth herein, no other provisions of the Agreement are hereby amended. The parties each hereby agree and acknowledge that the Agreement remains in full force and effect, and is hereby ratified. If and to the extent that any of the terms or provisions of this Amendment are in conflict with any of the terms and provisions of the Agreement, then the terms and provisions of this Amendment shall control.

First Amendment to Development Agreement
Page 2

IN WITNESS WHEREOF, the parties have caused this First Amendment to Development Agreement to be duly executed on the date set forth in the first paragraph herein.

THE STATE OF UTAH, ACTING
THROUGH THE SCHOOL AND
INSTITUTIONAL TRUST LANDS
ADMINISTRATION

Approved as to form:

By: [Signature]
Kevin S. Carter, Director

[Signature]
Special Assistant Attorney General



WASHINGTON CITY

[Signature]
Kenneth F. Neilson, Mayor

Attest:

[Signature]
Danice B. Bulloch, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 1 day of July, 2014, appeared before me Kevin S. Carter, the Director of the State of Utah, School and Institutional Trust Lands Administration, who, his identity and position having been satisfactorily established to me, affirmed to me upon oath that he is authorized to execute the foregoing, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

Seal:



[Signature]
Notary Public

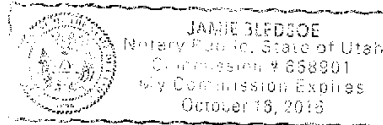
First Amendment to Development Agreement
Page 3

STATE OF Utah)
COUNTY OF Washington : ss.

On this 12th day of June 2014, appeared before me Kenneth F. Neilson and Danice B. Bulloch, respectively the Mayor and Recorder of Washington City, who, his/her identity and position having been satisfactorily established to me, has execute the foregoing instrument/agreement, and did duly acknowledge in my presence having executed the same for the purpose stated therein.

Seal:

Jamie Bledsoe
Notary Public



First Amendment to Development Agreement
Page 4

Exhibit A
Legal Description of Property Subject to Development Agreement

The following described real property, to the extent lying within the boundaries of Washington City, Utah as of the date of the recordation of this instrument:

PROOFREAD

Beginning at the North Quarter (N 1/4) Corner of Section 4, Township 42 South, Range 14 West of the Salt Lake Base and Meridian and running thence South 00°28'35" West 1896.88 feet along the Center Section Line to the Northeast Corner of Knollwood Townhomes Phase 1-Amended, Entry Number 489341, Book 879, Page 76, Washington County Records; Thence along the Boundary Line of said Knollwood Townhomes Phase 1-Amended and Knollwood Townhomes Phase 2 in the following eight (8) courses: North 89°32'22" West 137.53 feet; Thence North 00°27'38" East 8.79 feet; Thence North 89°32'22" West 218.40 feet; Thence South 60°39'29" West 193.33 feet; Thence South 65°48'07" West 87.85 feet to the Northwest Corner of said Knollwood Townhomes Phase 2; Thence South 19°18'31" East 156.71 feet; Thence North 70°41'29" East 22.39 feet; Thence South 19°18'31" East 178.00 feet to the Northerly Right-of-Way Line of Highway 91 realignment, Entry Number 579572, Book 1141, Page 84, Washington County Records; Thence leaving Knollwood Townhome Phase 2 Boundary Line and along said Northerly Right-of-Way Line in the following two (2) courses: South 70°41'29" West 69.58 feet to the point of curvature of a 650.00 feet radius curve concave to the Southeast; Thence Southwesterly 568.18 feet along the arc of said curve through a central angle of 50°05'01" to the Northeast Corner of that certain Hurricane Associates Property at Entry Number 552744, Book 1062, Page 306 of the Washington County Records; Thence leaving said Northerly Right-of-Way Line and along Boundary Line of said Hurricane Associates property in the following six (6) courses: North 73°35'59" West 226.48 feet; Thence South 16°24'01" West 139.00 feet; Thence South 30°30'26" West 99.86 feet; Thence South 00°52'12" West 205.77 feet to the Northerly Right-of-Way Line of S.R. 9 Highway, and a point on the arc of a 1709.86 foot radius curve concave to the North, from which point the radius bears North 07°36'34" West; Thence Northeasterly 111.01 feet along the arc of said curve through a central angle of 03°43'11" to the point of tangency; Thence North 78°40'15" East 155.74 feet to the Westerly Right-of-Way Line of said Highway 91 Realignment; Thence South 03°40'34" West 513.87 feet along said Westerly Right-of-Way Line to the point of curvature of an 1150.00 foot radius curve concave to the Northwest; Thence continuing along said Right-of-Way Line Southwesterly 1544.75 feet along the arc of said curve through a central angle of 76°57'47" to the point of tangency; Thence South 80°38'21" West 207.84 feet to the point of curvature of a 1250.00 foot radius curve concave to the Southeast; Thence Southwesterly 37.88 feet along the arc of said curve through a central angle of 01°44'11" from which point the radius bears South 11°05'50" East; Thence leaving said Right-of-Way Line South 10°56'26" East 100.00 feet; Thence South 01°05'53" West 174.20 feet to the Northeast Corner of Section 8, Township 42 South, Range 14 West;

(CONTINUED)

LEGAL DESCRIPTION (CONTINUED)

Thence South 213.85 feet; Thence North 40°28'45" West 327.21 feet; Thence North 46°25'46" West 171.31 feet; Thence North 04°14'38" West 576.08 feet; Thence North 13°25'06" West 477.18 feet; Thence North 13°27'52" West 860.98 feet to the North Line of Section 7, Township 42 South, Range 14 West; Thence leaving the toe of the slope South 89°00'45" East 527.59 feet along the Section Line to the North Quarter (N 1/4) Corner of Section 7, said Township and Range; Thence North 01°19'03" West 1316.26 feet along the Center Section Line of Section 6 to the Center-South Sixteenth Corner; Thence North 88°51'17" West 1339.43 feet, more or less, to the Southeasterly Right-of-Way Line of Interstate 15 Freeway; Thence along said Southeasterly Right-of-Way Line in the following Nineteen (19) courses; North 73°33'14" East 242.95 feet; Thence North 78°30'53" East 308.84 feet; Thence North 73°32'06" East 1099.66 feet; Thence North 72°44'58" East 626.70 feet; Thence North 71°21'19" East 504.55 feet; Thence North 70°07'02" East 504.15 feet; Thence North 68°13'28" East 1011.22 feet; Thence North 65°41'48" East 1005.76 feet; Thence North 63°55'32" East 509.45 feet; Thence North 63°13'10" East 494.79 feet; Thence North 63°13'03" East 675.86 feet; Thence North 63°13'03" East 908.00 feet; Thence North 63°13'08" East 921.82 feet; Thence North 63°12'10" East 494.35 feet; Thence North 63°13'46" East 499.47 feet; Thence North 63°10'30" East 499.98 feet; Thence North 63°13'22" East 449.95 feet; Thence North 63°14'11" East 1049.81 feet; Thence North 64°26'50" East 1500.79 feet to the Northwest corner of the Wal-Mart Stores Inc. property, Entry No. 425232, Book 705, Page 786, Washington County Records; Thence leaving said Interstate 15 Freeway Right-of-Way Line South 24°12'06" East 1771.61 feet along an existing fence line to a point on the North Line of Section 4, Township 42 South, Range 14 West; Thence North 89°09'38" West 791.16 feet along the Section line to the North Quarter (N 1/4) Corner of said Section 4 and the point of beginning.

Contains 1838.741 Acres,

Less and Excepting the following areas:

1. The area lying within the S.R. 9 Highway Right-of-Way.
Approx. area = 45 acres
2. The area lying within the old Highway 91 and the new realigned Highway 91. Approx. area = 24 acres
3. The area that lies within the Southeast Quarter of the Southeast Quarter (SE 1/4 SE1/4) of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian. Approx. area = 40 acres

* * *

