



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR COPPER ROCK GOLF COURSE COMMUNITY**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR Copper Rock Golf Course Community (“Amendment”) is made to be effective as of July 30, 2019 (the “Effective Date”), by and among Copper Rock Properties, LC, a Utah limited liability company (“Owner”), Fairway Vista Estates, LC, a Utah limited liability company (“Developer”) and the City of Hurricane, a municipal corporation and political subdivision of the State of Utah (“City”) (individually a “Party” and collectively the “Parties”).

RECITALS

A. The Parties entered into that certain Development Agreement (the “Original Agreement”) effective April 26, 2017 and recorded in the office of the Washington County Recorder on June 9, 2017 as Document #20170023909.

B. The Developer has requested that the City approve an amendment to the Original Agreement to allow for construction of model homes in an area not currently served by sanitary sewer.

C. The Parties desire to amend the Original Agreement and the City finds the proposed amendment is consistent with its authority to enter into and amend Development Agreements under its Land Use Code and under Utah Land Use, Development, and Management Act, Utah Code §10-9a.et. seq.

AGREEMENT

Now, therefore, in consideration of the mutual covenants, conditions, and terms of this Amendment, as more fully set forth below, Owner, Developer, and City hereby agree to amend the Original Agreement as follows:

1. City acknowledges that Developer has expended considerable money to construct golf course facilities, roads, utility infrastructure, and other improvements in furtherance of the development agreed to in the Original Agreement. Developer has also demonstrated due diligence in pursuing completion of approved projects and timely construction of improvements.

2. In light of the above acknowledgement, City and Developer agree that the Original Agreement shall be amended by adding the following new section 6.12:

6.12 – City shall issue building permits for up to five (5) model homes in Cliff View Phase I Subdivision subject to the following terms and conditions:

- a. Said subdivision shall be completed to final punch list.
- b. Developer has provided adequate bonding or other financial guarantee acceptable to City for completion and warranty of all improvements within the subdivision.
- c. The official map and plat for said subdivision has been recorded in the office of the Washington County Recorder.
- d. Developer acknowledges that power availability to model homes is dependent upon power infrastructure completion by developer's contractor and Hurricane City's work schedule.
- e. A limited non-residential certificate of occupancy for Parade of Homes purposes only shall be granted for any Parade of Homes model home if model home is completed in accordance with applicable building codes before date set by Parade of Homes, with the only incomplete item being connection to an active sewer system that has been approved by Ash Creek Special Service District.
- f. Ash Creek Special Service District shall have given written approval for temporary disposal of sewage material pending connection to the completed sewer system.
- g. Developer shall, at the time of granting of a building permit, record at the office of the Washington County Recorder, and provide a copy to City an instrument prohibiting transfer of title on any model home ready for a limited non-residential certificate of occupancy. Such instrument shall prohibit transfer of title until City grants a full residential certificate of occupancy.
- h. Developer shall indemnify and hold harmless the City from and against claims, demands or causes of action arising from or in any way connected to model home construction and occupancy.
- i. City will grant permanent residential certificate of occupancy to homes constructed under this section when sewer system is complete and active or a permanent alternate sewer collection system has been approved and accepted by Ash Creek Special Service District.
- i. Upon granting of above certificate of occupancy, City shall authorize release of the instrument prohibiting transfer of title as described in (g.) above.

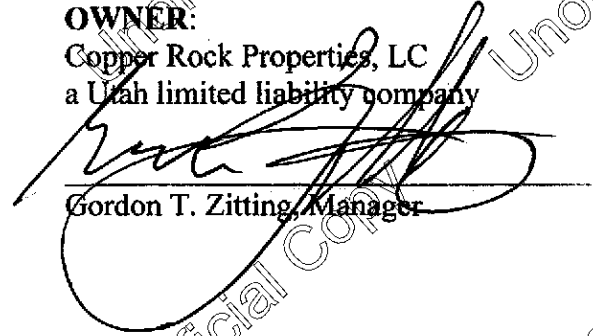
3. Except as modified hereby, all terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties have executed this First Amendment to the Development Agreement on the dates indicated below, to be effective as of the date first written above.

DATED this 30th day of July, 2019.

7/30/19
Date

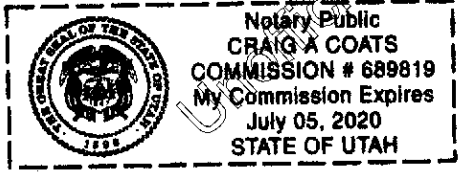
OWNER:
Copper Rock Properties, LC
a Utah limited liability company


Gordon T. Zitting, Manager

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

On July 30th, 2019, Gordon T. Zitting personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity as Manager of Manager of Copper Rock Properties, LC.


Notary Public



DEVELOPER:

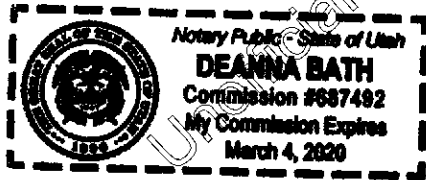
Fairway Vista Estates, LC
a Utah limited liability company

7/30/2019
Date

Kenneth C. Knudson
Kenneth C. Knudson, Manager

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)


On July 30, 2019, Kenneth C. Knudson personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged that he executed the same in his capacity as Manager of Fairway Vista Estates, LC.



Deanna Bath
Notary Public

City:
City of Hurricane

Date: 8-1-2019


John W. Bramall, Mayor



Attest: 
Kaden DeMille, Recorder

EXHIBIT "A"**LEGAL DESCRIPTION OF THE PROPERTY**

Beginning at the Southwest corner of Section 21, Township 42 South, Range 13 West of the Salt Lake Base and Meridian and running thence along the West section line of said Section 21 through the following two (2) courses: North $01^{\circ}02'04''$ East 2644.87 feet to the West 1/4 corner of said Section 21; thence North $01^{\circ}01'38''$ East 2605.03 feet to a point on the Southerly Right-of-Way line of 3000 South; thence along said Southerly Right-of-Way South $88^{\circ}59'02''$ East 2638.27 feet to a point on the Center 1/4 section line of said Section 21; thence along said Center 1/4 section line through the following two (2) courses: South $00^{\circ}52'40''$ West 2602.86 feet to the Center 1/4 corner of said Section 21; thence South $00^{\circ}52'40''$ West 1849.38 feet; thence leaving said Center 1/4 section line South $89^{\circ}02'15''$ East 644.63 feet; thence North $67^{\circ}32'08''$ East 718.71 feet to a point on the Westerly boundary line of the Cliffdweller Ranch Phase 1 Subdivision as shown on the official plat thereof recorded in the Office of the Washington County Recorder in said County in the State of Utah said point also being a point on the arc of a 766.00 foot radius curve to the left; thence along said Westerly boundary line through the following twelve (12) courses: Southeasterly along the arc of said curve 227.11 feet through a central angle of $16^{\circ}59'16''$ the chord of said curve bears South $01^{\circ}49'12''$ East for a distance of 226.28 feet to a point of reverse curvature of a 25.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 38.68 feet through a central angle of $88^{\circ}38'53''$ the chord of said curve bears South $34^{\circ}00'36''$ West for a distance of 34.94 feet; thence South $11^{\circ}39'55''$ East 50.00 feet; thence South $78^{\circ}20'05''$ West 33.61 feet to a point on the arc of a 775.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 233.27 feet through a central angle of $17^{\circ}14'44''$ the chord of said curve bears South $69^{\circ}42'43''$ West for a distance of 232.39 feet; thence South $05^{\circ}56'38''$ West 289.03 feet; thence South $39^{\circ}43'12''$ East 1107.95 feet; thence South $36^{\circ}09'01''$ East 498.37 feet; thence North $59^{\circ}10'47''$ East 220.30 feet; thence South $30^{\circ}49'12''$ East 50.00 feet; thence South $59^{\circ}10'47''$ West 387.01 feet; thence South $01^{\circ}00'21''$ West 662.01 feet; thence North $89^{\circ}00'23''$ West 174.70 feet; thence South $04^{\circ}42'14''$ East 1004.95 feet to a point on the Center 1/4 section line of Section 28 of said Township and Range; thence along said Center 1/4 section line of said Section 28 North $89^{\circ}00'45''$ West 544.76 feet to a point on the East 1/16 line of said Section 28 said point also being the Northeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 28; thence along said East 1/16 line South $00^{\circ}59'52''$ West 1320.41 feet to a point on the South 1/16 line of said Section 28 said point also being the Southeast corner of the Northwest 1/4 of the Southeast 1/4 of said Section 28; thence along said South 1/16 line North $88^{\circ}58'29''$ West 1319.29 feet to a point on the Center 1/4 section line of said Section 28 said point also being the Northeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 28; thence along said Center 1/4 section line of said Section 28 South $00^{\circ}59'26''$ West 1319.54 feet to the South 1/4 corner of said Section 28; thence along the South section line of said Section 28 North $88^{\circ}57'11''$ West 1014.06 feet to the Northwesterly corner of Grassy Meadows Subdivision Phase 5 as shown on the official plat thereof in the office of said Washington County Recorder; thence along the

Westerly boundary line of said Grassy Meadows Phase 5 Subdivision South $13^{\circ}50'24''$ West 1408.95 feet to the Northwestern corner of Adobe Hills Subdivision as shown on the official plat thereof in the office of said Washington County Recorder; thence along the Westerly boundary line of said Adobe Hills Subdivision and its extension through the following two (2) courses: South $13^{\circ}50'12''$ West 965.74 feet; thence South $00^{\circ}58'53''$ West 326.55 feet to a point on the Center 1/4 section line of Section 33 of said Township and Range; thence along said Center 1/4 section line of said Section 33 North $89^{\circ}00'01''$ West 1096.04 feet to the West 1/4 corner of said Section 33; thence along the West section line of said Section 33 North $00^{\circ}59'29''$ East 2643.20 feet to the Northwest corner of said Section 33 said corner also being the Southwest corner of said Section 28; thence along the West section line of said Section 28 through the following two (2) courses: North $01^{\circ}00'34''$ East 2636.35 feet to the West 1/4 corner of said Section 28; thence North $00^{\circ}39'43''$ East 2630.62 feet to the point of beginning.

Contains 892.42 acres.