

8
DOC # 20210067753

Agreement Page 1 of 8
Gary Christensen Washington County Recorder
10/19/2021 12:41:40 PM Fee \$ 40.00
By ZUNDEL JONATHAN



When Recorded Return To:

RR Penga
Attn: Rich Hansen
3507 Kirk Circle
Salt Lake City, Utah 84106

Space above for County Recorder's Use

PARCEL I.D. #: See Attached

**FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT
FOR PAINTED HILLS COLLINA TINTA**

THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA ("Amendment") is made to be effective as of Oct. 7, 2021 (the "Effective Date"), by and among WPP Hurricane Land, LLC, a Utah limited liability company ("Developer"), RR Penga, LLC, a Utah limited liability company ("Penga"), Interstate Homes LLC, a Utah limited liability company ("Interstate"), 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. Summit-Hurricane Development, Inc., a Nevada corporation ("Summit"), Toquerville Enterprises, a Utah limited liability company ("Toquerville") and City entered into that certain Development Agreement for Painted Hills Collina Tinta dated September 7, 2006, and recorded in the Official Records of Washington County, Utah on October 24, 2006, as Document No. 20060049271 (the "Agreement") for the development of approximately 560 acres of land located in Hurricane, Utah (the "Project") as more particularly described on Exhibit "A" attached hereto.

B. Summit, Toquerville and City entered into the First Amendment to the Agreement, dated January 2, 2008, and recorded in the Official Records of Washington County, Utah on February 6, 2008, as Document No. 20080004968.

C. Summit, Toquerville and City entered into the Second Amendment to the Agreement, dated May 22, 2008, and recorded in the Official Records of Washington County, Utah on May 28, 2008, as Document No.20080021728.

D. Penga became a successor owner and developer on July 19, 2017 of the proposed phases known as Grande Canary, Mira Rosa 1, Mira Rosa II in addition to the parcels to be dedicated as streets known as Rlington Parkway and 1760 West. Penga received a Sheriff's Deed and Bill of Sale dated July 20, 2017, which is recorded in the Official Records of Washington County, Utah on July 21, 2017 as Document No. 20170029809.

E. Summit, Toquerville, City and Penga entered into the Third Amendment to the Agreement, dated June 7, 2018, and recorded in the Official Records of Washington County, Utah on June 25, 2018, as Document No. 20180026189.

D. Interstate became a successor owner and developer upon acquisition from RR Penga of Mira Rosa 1, to be known as the Ridge at Zion Vista ("The Ridge") and Rlington Parkway adjacent to Mira Rosa 1 as recorded in the Official Records of Washington County, Utah on February 10, 2021, as Document No. 20210009584.

E. Developer became a successor owner and developer upon acquisition of multiple properties in the Project on September 17, 2021.

E. The Parties desire to again amend the Agreement to permit Interstate to use an alternative landscape plan for landscaping Rlington Parkway adjacent to The Ridge.

G. The Parties desire to amend the Agreement to permit Interstate to use alternative street lighting and signage for Rlington Parkway and The Ridge and to forego the use of street pavers.

H. The Parties desire to amend the Agreement by adding the language set forth below.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. This Amendment amends the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Unless otherwise indicated herein, all capitalized terms used in the Amendment shall have definitions assigned to them in the Agreement.

2. Alternative Landscape Plan. The Parties agree that the Alternative Landscape Plan, as shown in the attached "Exhibit B" (the "*Plan*"), may be used by Interstate to landscape the street known as Rlington Parkway and the subdivision to be known as The Ridge at Zion Vista (formerly Mira Rosa 1). This Plan will be consistent with landscaping that has been approved by Hurricane City and installed on Rlington Parkway adjacent to Zion Vista and within Zion Vista.

3. Alternative Street Plan. The Parties agree that street lighting, street and address signage and street pavers as described in the FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA shall not be required. Street lighting and signage will be consistent with street lighting and street signage that has been approved by Hurricane City for use in Zion Vista.

4. Execution and Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute and be one and the same document.

5. No Other Changes. Except as herein expressly provided, the Agreement remains in all other respects unmodified and in full force and effect.

IN WITNESS HEREOF, the Parties have executed this FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA as of the date first above written.

(Signatures on Next Page)

Signature Page

DEVELOPER:

WPP Hurricane Land, LLC, a Utah limited liability company

By: 

Print Name: DELL LOY HANSEN

Title: MANAGER

INTERSTATE:

Interstate Homes, LLC, a Utah limited liability company

By: 

Print Name: DONALD W. STRATTON

Title: PRESIDENT

PENGA:

RR Penga, LLC, a Utah limited liability company

By: 

Print Name: RICHARD L. HANSEN

Title: VICE PRESIDENT

CITY:

Hurricane City, a municipal corporation and political subdivision of the State of Utah

By: 

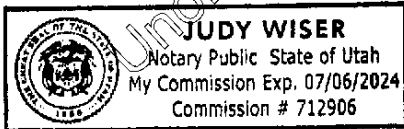
Print Name: John Bramall

Title: Mayor

STATE OF UTAH)
 : ss.
COUNTY OF CACHE)

On the 27th day of SEPTEMBER 2021 personally appeared before me DeLoy Hansen and _____, who being by me duly sworn, did say that he/she/they is/are the _____ of Collina Tinta Holdings, LLC, a Utah limited liability company, and said person acknowledged to that said company executed the same.

WPP HURRICANE LAND, LLC



Judy Wisers
NOTARY PUBLIC

Residing at: PROVENCE, UTAH

My Commission Expires:

7-6-2024

STATE OF _____)
 : ss.
COUNTY OF _____)

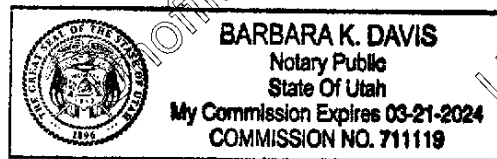
On the 29th day of September, 2021 personally appeared before me Richard L. Hansen, who, being by me duly sworn, did say that he/she is the Vice President of RR Penga, LLC., a Utah limited liability company, and said person acknowledged to that said company executed the same.

Barbara K. Davis
NOTARY PUBLIC

Residing at: Hurricane, UT

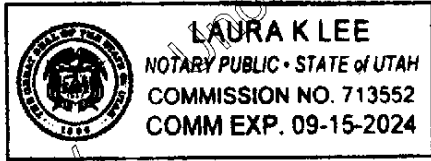
My Commission Expires:

3/21/24



STATE OF)
) : ss.
COUNTY OF)

On the 30th day of September, 2021 personally appeared before me Donald N. Stratton, who, being by me duly sworn, did say that he/she is the President of Interstate Homes LLC, a Utah limited liability company, and said person acknowledged to that said company executed the same.



Laura K Lee
NOTARY PUBLIC
Residing at: Virginia, UT

My Commission Expires:
9-15-2024

STATE OF Utah)
) : ss.
COUNTY OF Washington)

On the 7 day of October, 2021 personally appeared before me John Bramatt, who, being by me duly sworn, did say that he/she is the Mayor of Hurricane City, a municipal corporation and political subdivision of the State of Utah, and said person acknowledged to that said company executed the same.

Cindy Bettes
NOTARY PUBLIC
Residing at: Hurricane, UT

My Commission Expires:
1/9/25



Exhibit "A"

Legal Description:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 89°43'42" EAST 1,688.58 FEET; THENCE SOUTH 00°01'00" WEST 208.71 FEET; THENCE SOUTH 89°43'42" EAST 208.71 FEET; THENCE NORTH 00°01'00" EAST 208.71 FEET TO THE NORTH SECTION OF SAID SECTION 4; THENCE ALONG SAID SECTION LINE SOUTH 89°43'42" EAST 65.85 FEET; THENCE SOUTH 00°00'05" EAST 405.02 FEET; THENCE NORTH 89°59'55" EAST 236.70 FEET; THENCE SOUTH 32°44'48" EAST 802.71 FEET; THENCE SOUTH 00°13'28" WEST 1,718.18 FEET; THENCE SOUTH 89°52'53" EAST 2,392.27 FEET; THENCE SOUTH 00°17'42" WEST 560.86 FEET; THENCE SOUTH 89°50'57" EAST 247.50 FEET TO THE EAST SECTION LINE OF SAID SECTION 4; THENCE ALONG SAID SECTION LINE SOUTH 00°17'41" WEST 757.13 FEET NORTH 89°50'57" WEST 1319.08 FEET; THENCE SOUTH 00°15'32" WEST 1318.25 FEET TO THE SOUTH SECTION LINE OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 89°49'00" WEST 1318.50 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 89°49'00" WEST 2,636.30 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 00°14'51" EAST 1,316.02 FEET; THENCE NORTH 89°45'29" EAST 1,321.80 FEET; THENCE NORTH 00°14'51" EAST 1,317.75 FEET; THENCE NORTH 00°11'38" EAST 2,800.60 FEET TO THE NORTH SECTION LINE OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 89°46'40" EAST 1320.18 FEET TO THE POINT OF BEGINNING. CONTAINS 24,379,912 SQUARE FEET OR 559.68 ACRES

Parcel ID#s:

- H-3-2-4-132
- H-3-2-4-133
- H-3-2-4-139
- H-3-2-4-44021
- H-3-2-4-1310
- H-3-2-4-1311
- H-3-2-4-1312
- H-3-2-4-146
- H-3-2-4-147
- H-3-2-4-214

Exhibit "B"

**Landscape Plan for Rrlington Parkway and
The Ridge at Zion Vista**

