

WHEN RECORDED RETURN TO
Heber City Attorney
75 North Main Street
Heber City, Utah 84032

Ent 534152 Bk 1446 Pg 1193-1205
Date: 03-JUL-2023 3:27:24PM
Fee: \$78.00 Check Filed By: KM
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: SUMMIT ENGINEERING GROUP INC

**ADDENDUM NO. 2 TO
SAWMILL PLANNED COMMUNITY
MIXED-USE DEVELOPMENT AGREEMENT**

This *Addendum No. 2 to the Sawmill Planned Community Mixed-Use Development Agreement* (“**Addendum**”) is made as of the date last executed below by and among Heber City, a municipal corporation and political subdivision of the State of Utah (“**City**”), and Regal Homes, LLC, a Utah limited liability company (“**Regal**”).

RECITALS

- A. On or about January 3, 2018, City, Ridgepoint Management Group, LLC (Ridgepoint), Tioga Funding Real Estate Group, LLC (Tioga), and Tingey Real Estate LTD (Tingey), entered into that certain *Sawmill Planned Community Mixed-Use Development Agreement* (“**Development Agreement**”).
- B. The Development Agreement was recorded in the real property records of Wasatch County, Utah, on or about March 6, 2018, as Entry No. 449000, in Book 1216, page 1644-1723.
- C. The Development Agreement was modified on January 4, 2022 and recorded in the real property records of Wasatch County, Utah, on June 15, 2022, as Entry No. 520918, in Book 1412, page 1577-1590, by and between the City and Bird Homes, a successor to Ridgepoint. This modification changed the original approved number of dwelling units for the Sawmill Master Plan from 622 to 592.
- D. The real property located in Wasatch County, Utah, which is encumbered by the Development Agreement (“**Property**”) is identified with particularity on **Exhibit A**, hereto.
- E. Pursuant to Section 36 of the Development Agreement, the provisions thereof run with the land. Regal is Ridgepoint’s successor-in-interest with respect to a portion of the Property and has assumed the rights, obligations, and duties of Ridgepoint under the Development Agreement.
- F. Pursuant to Section 25 of the Development Agreement, the Development Agreement may be amended to add to or clarify the provisions of the Development Agreement.
- G. The applicable zoning of the Property is currently PC Planned Community. The Development Agreement was approved under the PCMU Planned Community Zone, which has since been repealed by the City.
- H. On February 28, 2023, the Planning Commission forwarded a recommendation for approval of the Addendum to the Agreement.

1. The City and Regal (as successor-in-interest to Ridgepoint) now wish to modify the terms of the Development Agreement on the terms and conditions set forth herein.

AMENDMENT

In consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Regal hereby agree as follows:

1. Recitals Incorporated. The foregoing Recitals are hereby incorporated and made part of the parties' agreement.
2. Sawmill Master Plan. The property described in Exhibit B (aka the Earnshaw Property) is hereby incorporated into the Sawmill Master Plan, with the approved addition to the Sawmill Master Plan illustrated in Exhibit C.
3. Density. Section 5 of the Development Agreement is hereby amended to permit an additional five dwelling units, which increases the total permitted dwelling units in the Sawmill Master Plan to 597.
4. Uses. Approved uses within the newly added portion of the Sawmill Master Plan include five detached single-family dwelling units, which shall be constructed pursuant to the standards and requirements of the Sawmill Master Plan and the repealed PCMU Zone.
5. Open Space. Developer shall dedicate a 0.797 acre public park to the City at the time of recording the subdivision plat. Developer will improve the park as per the requirements of the City's North Village Overlay Zone (NVOZ), found in Chapter 18.104 of Heber City Municipal Code. The park is illustrated in Exhibit D.
6. Entitlements. Developer shall obtain the remaining necessary entitlement approvals for the subdivision as required by the municipal code.
7. Effective Date. This Amendment shall be effective on the date when all parties have executed this Agreement.
8. Scope of Amendment. Except as expressly modified or changed in this Amendment, the terms and conditions of the Development Agreement remain in full force and effect. However, in the event of a conflict between the terms of the Development Agreement and this Amendment, this Amendment will control.
9. Document Recording. This Addendum shall be a covenant running with the land, and shall be binding upon the parties and their assigns and successors in interest. This Addendum shall be recorded with the Wasatch County Recorder.



CITY

Heber City, a municipal corporation and political subdivision

By: Heidi Franco

Name: HEIDI FRANCO

Title: MAYOR

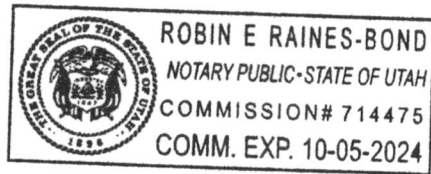
Date: 6/20/23

Attest: Trina N. Locke
City Recorder

STATE OF UTAH)
 SS.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 20 day of June, 2023, by Heidi Franco, as Mayor of Heber City.

Seal:



Robin E Raines-Bond
Notary Public

REGAL

**Regal Homes Corporation, LLC, a Utah
limited liability company**

By: *Richard D. Lloyd*

Name: *Richard D. Lloyd*

Title: *Member/Manager*

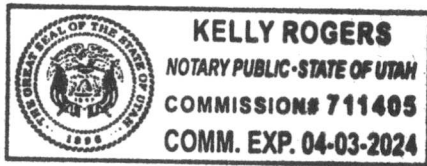
Date: *6/15/2023*

STATE OF UTAH)
 SS.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this *15th* day of *June*,
2023, by *Richard D. Lloyd*, as *Member/Manager* of Regal Homes LLC.

Seal:

Kelly Rogers
Notary Public



PARCEL NUMBERS**00-0021-5887****00-0021-5888**

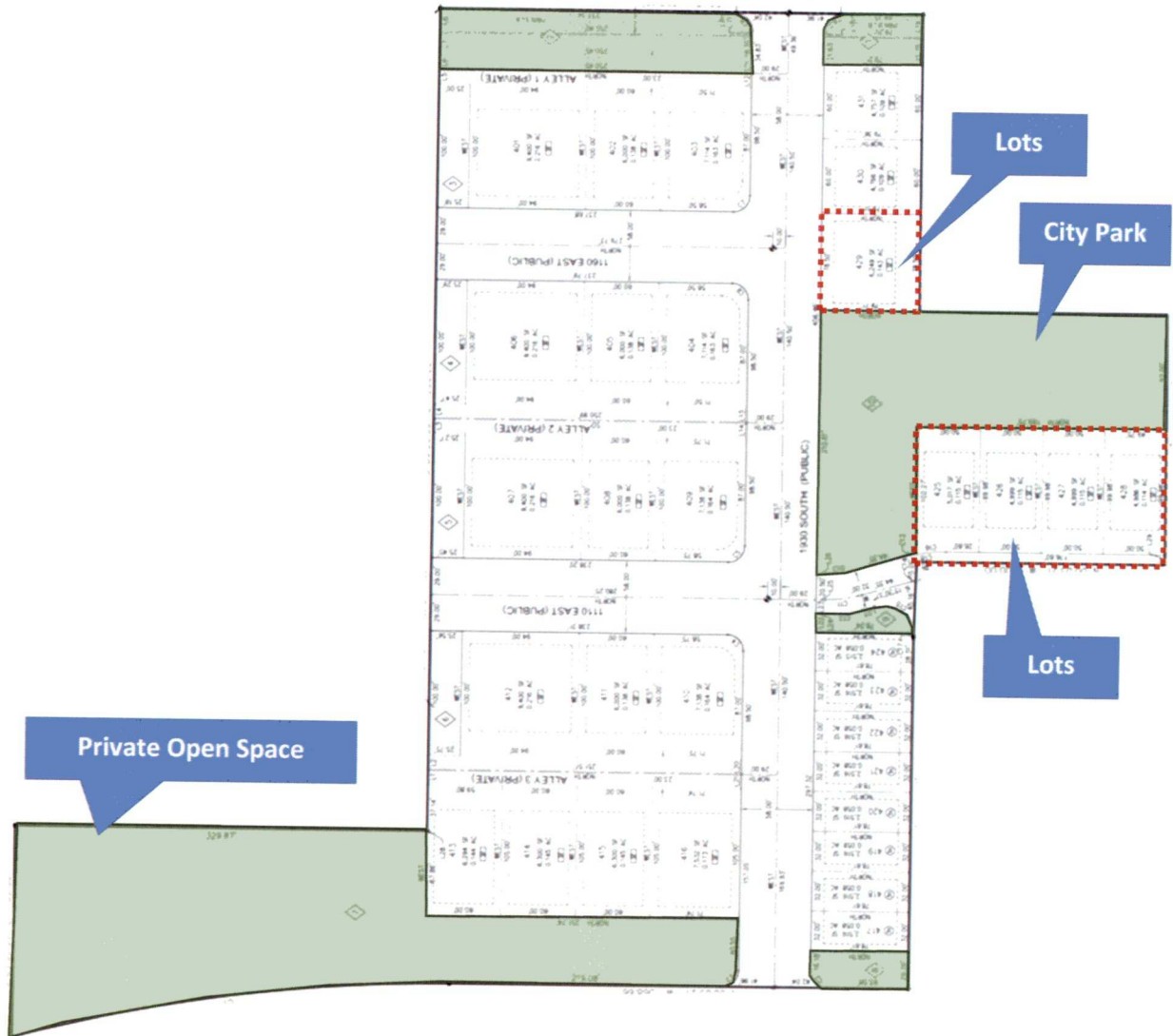
BEGINNING SOUTH 00°15'51" EAST ALONG THE SECTION LINE 329.93 FEET AND WEST 41.52 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE EAST ONE-QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF BEGINNING ALSO BEING THE SOUTHEAST CORNER OF THE UNITED STATES OF AMERICA FORESTRY SERVICE PROPERTY AS RECORDED AS ENTRY NUMBER 088125, OFFICIAL RECORDS OF WASATCH COUNTY, UTAH;

THENCE SOUTH 387.49 FEET; THENCE S89°51'18"W 239.54 FEET; THENCE S00°05'21"E 200.00 FEET TO THE BEGINNING OF THE SAWMILL PHASE 1B BOUNDARY; THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) S89°51'18"W 200.03 FEET; (2) N00°05'21"W 200.00 FEET; (3) N88°28'06"W 60.17 FEET; (4) WEST 281.27 FEET TO THE WEST BOUNDARY OF THE SAWMILL BOULEVARD BOUNDARY RECORDED AS ENTRY 457931; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) NORTH 00°09'27" WEST 368.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,338.00 FEET; (2) THENCE 354.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°09'50", WITH A CHORD BEARING AND DISTANCE OF NORTH 07°44'22" WEST 353.08 FEET; THENCE SOUTH 89°53'39" EAST 169.56 FEET TO THE NORTHWEST CORNER OF SAID FORESTRY SERVICE PROPERTY; THENCE ALONG SAID FORESTRY SERVICE PROPERTY BOUNDARY THE FOLLOWING TWO COURSES; (1) SOUTH 330.00 FEET TO THE SOUTHWEST CORNER OF SAID FORESTRY SERVICE PROPERTY; (2) SOUTH 89°53'39" EAST 660.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 8.938 ACRES, OR 389,350 SQUARE FEET.

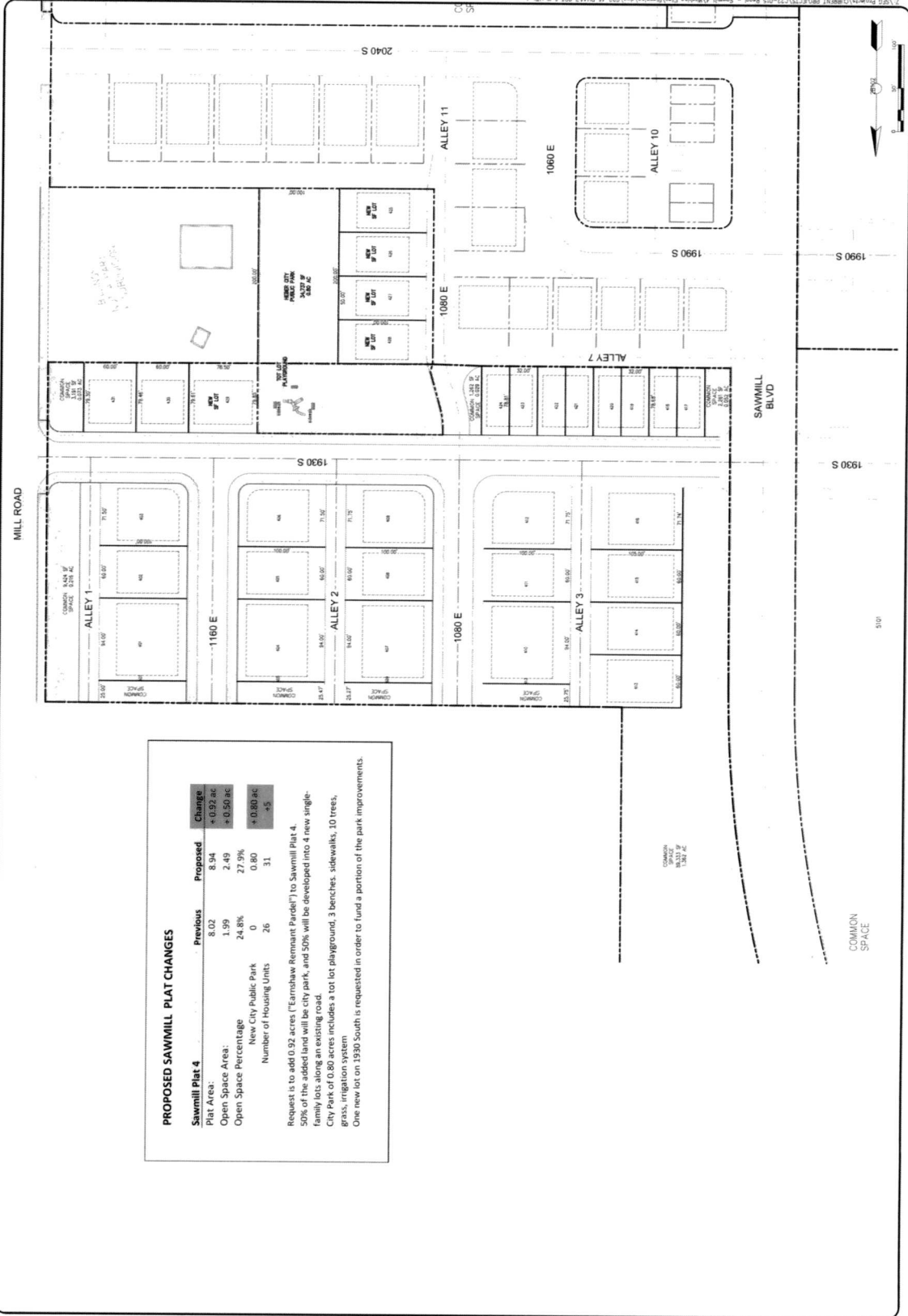
EXHIBIT D: OPEN SPACE

Open Space & 5 Lots Vicinity Map



Summary of Sawmill Plat 4 Changes

Summit Engineering Group Inc. 55 WEST CENTER • P.O. BOX 174 DENVER, CO 80202 TEL: 303-733-8800 FAX: 303-733-8801 WWW.SUMMIT-ENG.COM		PROJECT ENGINEER: [] PROJECT MANAGER: [] DESIGNER: [] DATE: []	PROJECT: SAWMILL SUBDIVISION SHEET: C22-015 SHEET: C-1.0
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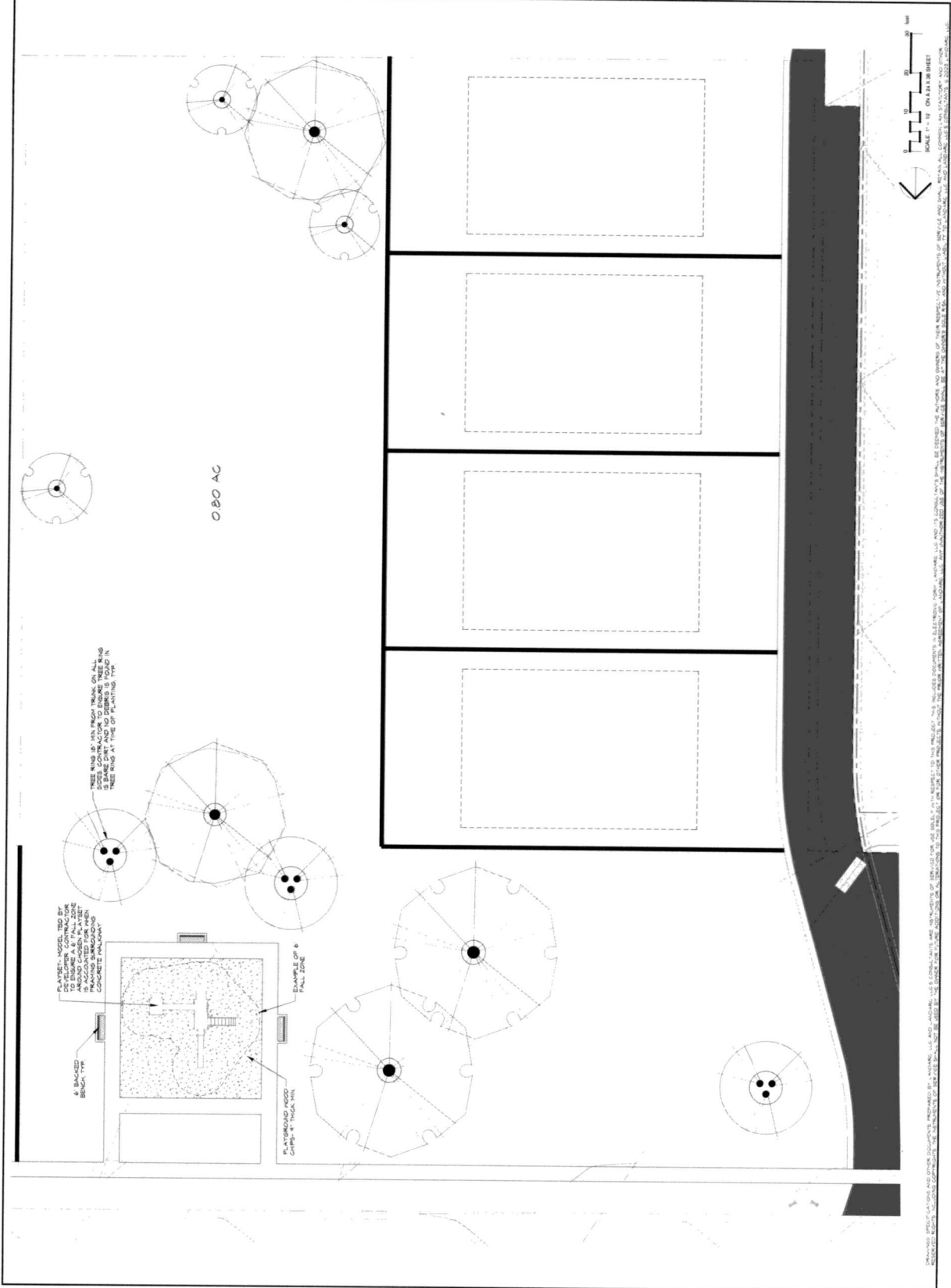
PROPOSED SAWMILL PLAT CHANGES

	Previous	Proposed	Change
Sawmill Plat 4 Plat Area:	8.02	8.94	+ 0.92 ac
Open Space Area:	1.99	2.49	+ 0.50 ac
Open Space Percentage:	24.8%	27.9%	
New City Public Park:	0	0.80	+ 0.80 ac
Number of Housing Units:	26	31	+5

Request is to add 0.92 acres ("Eamshaw Remnant Parcel") to Sawmill Plat 4. 50% of the added land will be city park, and 50% will be developed into 4 new single-family lots along an existing road. City Park of 0.80 acres includes a tot lot playground, 3 benches, sidewalks, 10 trees, grass, irrigation system. One new lot on 1930 South is requested in order to fund a portion of the park improvements.

Enlarged Landscape Plan

 <p>LANDARC 215 S. 10th St. Tulsa, Oklahoma 74103 918.438.1234</p>	 <p>PROFESSIONAL ENGINEER GREGORY TAYLOR No. 10000 08/20/2003</p>	<p>SAVANNAH PHASE 2 LIBERTY CENTER</p>	<p>DATE: 08/20/2003 SCALE: DRAWING AND LOG</p>	 <p>PROFESSIONAL ENGINEER GREGORY TAYLOR No. 10000 08/20/2003</p>
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