

When recorded, return to:

c/o JDH Development, LLC
1850 N. 1450 West
Lehi, UT 84004



ENT 5709:2023 PG 1 of 5
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Jan 31 10:27 am FEE 0.00 BY AR
RECORDED FOR SARATOGA SPRINGS CITY

FIRST AMENDMENT
TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “*Amendment*”) is made and entered into as of January 17, 2023 by and between the City of Saratoga Springs, Utah, a political subdivision of the State of Utah (the “*City*”) and JDH Development, LLC, a Utah limited liability company, and Rafati Holdings, LLC, a Utah limited liability company (collectively, the “*Developers*”).

WHEREAS, City and Developers entered into that certain Development Agreement dated March 18, 2020 and recorded in the Office of the Utah County Recorder on March 25, 2020 as Document No. 38002:2020 (the “*Agreement*”) with regard to certain real property located within the City boundaries (as described in the Agreement, the “*Property*”); and

WHEREAS, the City and Developers desire to allow outdoor storage only on the east side of the easternmost buildings east of Stagecoach Drive to be constructed on parcels 58:023:0191 and 58:023:0171, as shown in Exhibit 1 and provide for the development of the Property as contemplated in the approved applications submitted to the City by the Developers;

NOW THEREFORE, in consideration of the recitals above and the terms and conditions set forth in the Agreement and below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals; Defined Terms.** The recitals set forth above are hereby incorporated into this Amendment by reference. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. **Amendment.** Section 3 of the Agreement is hereby amended to add the following to the end of the section: “Notwithstanding anything in the foregoing to the contrary, Building Material Sales (with outdoor storage) use shall be a permitted use only on Lot 8 on the east side of the easternmost buildings east of Stagecoach Drive. During site plan approval outdoor storage locations must be clearly indicated on the site plan with a detailed screening plan for the east side of the Property that will be subject to City approval – it being understood, however, that a screening plan which complies with the following height requirements shall not be disapproved by the City on the grounds of being inadequately high: The detailed screening plan shall include

a 1:1 ratio to stacking and screening made of solid material with a maximum height of 15 feet. All other code requirements shall be met.”

3. **Miscellaneous.** Except as amended by this Amendment, the Agreement continues in full force and effect, and City and Developers hereby ratify and confirm the Agreement, as amended hereby. In the event of a conflict between the terms and provisions of this Amendment and those of the Agreement, this Amendment shall control. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one instrument.

4. **Recording.** This Amendment shall be recorded in the Office of the Utah County Recorder, with reference to the Agreement.


< remainder of page intentionally blank; signatures follow >

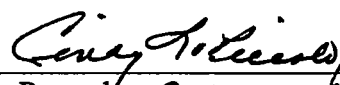
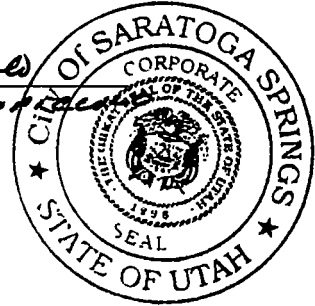
IN WITNESS WHEREOF, this Amendment has been executed by the City and Developer as of the date first written above.

CITY:

City of Saratoga Springs, Utah


Attest:

By: 
Mayor JIM MILLER


City Recorder LUCINDA LOPICCOLO


STATE OF UTAH)
) ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before this 17 day of January, 2023, by JIM MILLER, the Mayor of the City of Saratoga Springs, a political subdivision of the State of Utah.

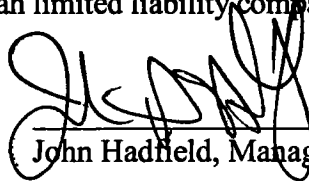
 LUCINDA LOPICCOLO
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 711276
COMM. EXP. 04-12-2024


NOTARY PUBLIC

< additional signatures follow >

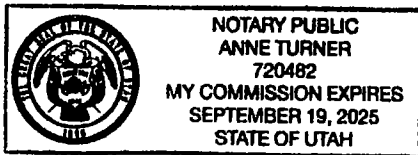
DEVELOPERS:

JDH Development, LLC,
a Utah limited liability company

By: 
John Hadfield, Managing Member

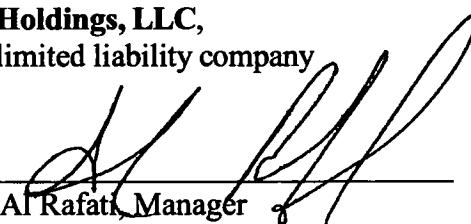
STATE OF UTAH)
) SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before this 27th day of January, 2023, by John Hadfield, the managing member of JDH Development, LLC, a Utah limited liability company, on behalf of the company.



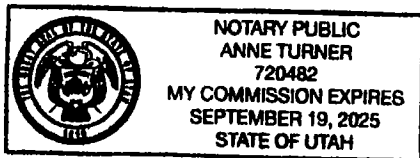

NOTARY PUBLIC

Rafati Holdings, LLC,
a Utah limited liability company

By: 
Al Rafati, Manager

STATE OF UTAH)
) SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before this 27th day of January, 2023, by Al Rafati, the manager of Rafati Holdings, LLC, a Utah limited liability company, on behalf of the company.




NOTARY PUBLIC

Exhibit "A"
Legal Description of Property

LEGAL DESCRIPTION
2250 N Redwood, Saratoga Spring, UT

Commencing at the found Utah County Brass Cap Monument marking the Northwest Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence 1391.39 feet North 89°54'19" East to the Point of Beginning; thence North 89°54'16" East 700.21 feet to the west line of the Utah Lake Distribution Canal; thence South 24°53'34" East 117.60 feet along said canal; thence South 89°09'59" West 107.67 feet; thence South 24°54'00" East 110.02 feet; thence North 89°09'30" East 107.66 feet to a point on the west line of the Utah Lake Distribution Canal; thence the following four (4) courses along said canal (1) South 24°54'00" East 385.53 feet along; (2) thence South 43°13'00" East 219.14 feet; (3) thence South 19°19'00" East 517.15 feet; (4) thence South 44°42'00" East 96.49 feet; thence leaving west line of canal West 1043.74 feet to a point on the east right-of-way line of Redwood Road; thence following the East right-of-way line of Redwood Road the following six (6) courses (1) thence North 12°01'51" West 112.75 feet; (2) thence North 11°04'33" West 300.04 feet; (3) thence North 12°01'51" West 179.90 feet; (4) thence North 17°02'18" West 171.84 feet; (5) thence North 12°01'51" West 342.92 feet; (6) thence North 02°23'43" West 75.47 feet; thence South 89°09'59" West 21.03 feet; thence North 41°14'06" West 23.65 feet; thence South 89°52'47" West 2.52 feet; thence North 11°59'43" West 100.26 feet to the Point of Beginning.

Containing 108,0134.34 square feet or 24.80 acres, more or less.