

**FIRST AMENDMENT TO
EVANS RANCH MASTER
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO EVANS RANCH MASTER DEVELOPMENT AGREEMENT (“*Amendment*”) is made and entered into effective as of the 1st day of March, 2016, by and between EAGLE MOUNTAIN CITY, a Utah municipal corporation (“*City*”), and EVANS RANCH, LLC, a Utah limited liability company (“*Developer*”), as successor in interest to and assignee of Eagle12, LLC, a Utah limited liability company (“*Eagle*”).

RECITALS:

A. The City and Developer (as successor in interest to and assignee of Eagle) are parties to that certain Evans Ranch Master Development Agreement dated October 16, 2013 (the “*Development Agreement*”). All capitalized terms not otherwise defined in this Amendment shall have the same meaning given to such terms in the Development Agreement.

B. The City acknowledges that in July 2015, the Developer acquired all of Eagle’s rights, title and interests in the ER Property and the Project, including but not limited to all of Eagle’s rights in and to the Development Agreement.

C. The City and Developer desire to amend the Development Agreement pursuant to this Amendment to, among other things, update the Evans Ranch Master Development Plan Map.

AMENDMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

1. Amendments to Densities and Use Provisions.

a. Exhibit 2 of the Development Agreement is hereby deleted in its entirety, and Exhibit 2 attached to this Amendment is inserted in lieu thereof. The City and Developer acknowledge and agree that the Maximum Residential Units is by this Amendment and the attached Evans Ranch Master Development Plan Map is 421 dwelling units (including 272 single family and 149 townhome dwelling units).

c. The second sentence of Section 3.4.1 of the Agreement is hereby deleted, and the following is inserted in lieu thereof:

“Nevertheless, with each preliminary plat application, Developer shall designate the chosen bonus density improvements, as depicted in the following tables, to equal 3.02 du/ac for the single-family areas and 12 du/ac for the townhome area; provided, however that nothing herein shall alter the requirements for Open Space identified in Section 6.3 below.”

2. Parks Map. The Parks Map attached to the Development Agreement as Exhibit 4 is hereby deleted in its entirety, and Exhibit 4 attached to this Amendment is inserted in lieu thereof. The City and Developer agree that the Exhibit 4 attached to this Amendment identifies the minimum requirements required by the City with respect to the open space depicted therein.

3. Fencing. The fencing exhibit attached to the Development Agreement as Exhibit 5 is hereby deleted in its entirety, and Exhibit 5 attached to this Amendment is inserted in lieu thereof. Furthermore, the second sentence of Section 9 of the Development Agreement is hereby deleted, and the following sentence is inserted in lieu thereof:

“The fencing required along Porter’s Crossing Boulevard, together with the fencing required for the Open Space (that is, the fencing required for Open Space pursuant to the attached fencing exhibit, which fencing includes split or 3 rail fencing around such Open Space, but specifically excludes any fencing in the rear of residential lots, which shall not be required) shall be installed at the time that the Public Infrastructure and Improvements are constructed with respect to portions of such Project that are contiguous to the location of the fencing.”

4. Additional Amendments to Open Space Provisions.

a. Section 6.2 of the Agreement is amended by deleting the second to last paragraph of such Section 6.2, and by inserting the following in lieu thereof:

Notwithstanding the foregoing, with respect to the Public Open Space, the Developer shall create and fund a cash bond in favor of the City (in lieu of any other bonding requirements for open space and landscaping) in connection with the recording of each Final Plat within the Project, until the Public Open Space has been improved and dedicated to the City. The cash bond shall be funded with the recording of each Final Plat in an amount equal to the total anticipated costs to complete the Open Space (as estimated in the Evans Ranch Master Development Plan), multiplied by a fraction, where the numerator is the number of lots within the subject Plat being recorded, and the denominator is 242.

Furthermore, the City agrees that the requirement under Chapter 17.30 of the City Code, relating to the \$2,000 per buildable acre payment for community enhancements (which amounts are to be used for improvements above and beyond the minimum park improvements shown on the amended Parks Map attached to this Amendment as Exhibit 4), may be satisfied at Developer’s option through improvements to Open Space constructed by Developer which are in excess of the minimum park improvements shown on the amended Parks Map, provided that such additional improvements are approved by the City Planning Director and Parks Director prior to any construction. Developer shall improve the Public Open Space (as and to the extent required by this Agreement) and dedicate the same to the City (pursuant to the plans provided in the Evans Ranch Master Development Plan) prior to the time that fifty percent (50%) of the building permits have been issued with respect to the single-family residences contemplated with respect to the Project. In connection with the Developer’s improvement of the Public Open Space, the Developer shall cause to be installed a water sub-meter to measure the water usage within the Public Open Space.

Furthermore, with respect to Open Space which is not Public Open Space, the City agrees that the mere inclusion of such Open Space in a subdivision plat shall not require the completion of or bonding for such Open Space, and rather, such Open Space shall be bonded for and improved consistent with the timing required by the bonus density provisions set forth in Section 3.4 of the Agreement above. In other words, if Developer records a plat that includes more Open Space than is necessary for that plat (or other previously recorded plats), Developer shall not have to bond for or improve the Open Space until it records a subsequent plat that requires the Open Space.

Developer acknowledges and agrees that nothing in this Section 6.2 shall relieve the Developer of its obligation to dedicated, construct and install the Public Open Space and to construct and install the Open Space consistent with the Parks Map, attached hereto as Exhibit 4, or to comply with the City's warranty requirements with respect to the Public Open Space.

5. Amendments to Infrastructure and Improvements.

a. The first sentence of Section 7.1 is hereby deleted, and the following is inserted in lieu thereof:

The City and Developer acknowledge that Public Infrastructure and Improvements are required in connection with the development of the ER Property, including without limitation: (a) main and ancillary roadways (including property dedication and improvements for Porter's Crossing Parkway and Golden Eagle Boulevard as set forth in Section 7.4), (b) sewer, water and storm drainage systems and other facilities, (c) utility (including power, gas, telephone, and fiber optics) systems and facilities, and (d) Open Space and/or Trails.

b. The following Section 7.4 is inserted:

7.4 Improvements to Porter's Crossing Parkway and Golden Eagle Boulevard.

Developer shall be required to dedicate to the City the property owned by Developer for the construction of Porter's Crossing Parkway and Golden Eagle Boulevard as depicted on the Land Use Plan, and shall be responsible to fully improve, without any reimbursement from the City, the following: (1) the section of Porter's Crossing Parkway adjacent to the Project and north of Golden Eagle Boulevard and (2) all of Golden Eagle Boulevard within the Project. Developer has previously completed portions of both Porter's Crossing Parkway and Golden Eagle Boulevard and the roads shall be completed in accordance with the cross-section, landscaping, and improvements in the previously completed sections. Developer shall not be required to make any improvements to Porter's Crossing Parkway to the south of Golden Eagle Boulevard.

6. Impact Fee Reimbursements. The following is inserted into the Agreement as a new Section 12.d:

d. Impact Fee and Upsizing Reimbursements. The City has previously entered into that certain Sewer and Impact Fee Credit Agreement, dated June 18, 2014, with Developer, to reimburse Developer for the construction and upsizing of certain sewer

improvements. The City further agrees to reimburse Developer for the dedication of 2.11 acres of real property for the future construction of Porter's Crossing Parkway to the south of Golden Eagle Boulevard, and for upsizing a 12" water line previously installed by Developer, in accordance with the Impact Fee Reimbursement Agreement attached hereto as Exhibit A. The Developer and City agree that the reimbursement agreements will fully reimburse Developer for all System Improvements required of Developer as part of the Project as of the date of the First Amendment. City and Developer do not anticipate that any additional System Improvements or upsizing will be required for the Project.

7. Other Amendments.

a. All references to "Eagle" throughout the Development Agreement are hereby replaced with references to "Developer".

b. Section 1 ("ER Manager") of the Development Agreement is hereby deleted in its entirety.

8. Counterpart Signatures. This Amendment may be executed in counterparts, which, when compiled together shall constitute one and the same document. The exchange of electronic or facsimile copies of signatures to this Amendment shall for all purposes constitute original signatures.

9. Full Force and Effect. Except as expressly amended herein, the Development Agreement remains in full force and effect.

[Signatures on Next Page.]


IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first written above.

CITY:

EAGLE MOUNTAIN CITY, a Utah municipal corporation

ATTEST:

By: 
Fionnuala B. Kofoed, City Recorder

By: 
Christopher Pengra, Mayor



DEVELOPER:

EVANS RANCH, LLC, a Utah limited liability company

By: DAI Managers, LLC, a Utah limited liability company, its Manager

APPROVED AS TO FORM

BY: 
CITY ATTORNEY

By: 
Nathan D. Shipp, Manager

1344902

EXHIBIT 2

MASTER DEVELOPMENT PLAN MAP

See attached.

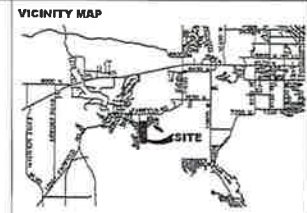
EVANS RANCH

A PORTION OF THE NW 1/4 & SW 1/4 SECTION 28, T5S, R1W, SLB&M,
EAGLE MOUNTAIN, UTAH



TABULATIONS	
-SINGLE FAMILY	376 DU (34.22 DU/AC)
-TOWNHOMES	149 DU (12.00 DU/AC)
-TOTAL OVERALLING UNITS	525 DU (50.50 DU/AC)
-AVERAGE LOT SIZE 9,266 SF	
-LARGEST LOT SIZE 14,754 SF	
-SMALLEST LOT SIZE 5,775 SF	
TOTAL AREA 129.45 AC	
-PORTED CHANGING ROAD	2.55 AC (1.97%)
-CHILDEN EAGLE ROAD	2.55 AC (1.97%)
-CHURCH SITE	4.41 AC (3.41%)
-SCHOOL SITE	6.51 AC (5.03%)
-TOWNHOMES	12.42 AC (9.63%)
-SINGLE FAMILY	90.02 AC (70.04%)

* SEE LANDSCAPE PLANS FOR SPECIFIC OPEN SPACE DETAILS AND ANGLES.



DEVELOPER/ OWNER
 541
 300 W SOUTH OGDEN PARKWAY
 NORTH SALT LAKE, UT 84098
 (801) 890-3414

ENGINEER
 LEO CONSULTING ENGINEERS
 2305 NORTH ALAM
 SALT LAKE CITY, UT 84143
 (801) 799-0550

PROJECT NAME
 EVANS RANCH

LEI
 ENGINEERS
 SURVEYORS
 PLANNERS
 3363 N. Main Street
 South Jordan, UT 84095
 Phone: 801.798.0385
 Fax: 801.798.9399
 office@lei-eng.com
 www.lei-eng.com

EVANS RANCH
 EAGLE MOUNTAIN, UTAH
 MASTER DEVELOPMENT PLAN MAP

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT # 2D12-1645
 DRAWN BY: BLS
 CHECKED BY: GDM
 SCALE: 1" = 100'
 DATE: 2/4/2016
 SHEET: 1

EXHIBIT 3

HOME SETBACK EXHIBIT SUPPLEMENT

See attached.

EXHIBIT 4

PARKS MAP

See attached.



DAI
 DESIGN ASSISTANCE
 INCORPORATED
 1001 N. 2000 W. SUITE 100
 OGDEN, UT 84403
 (801) 463-2014



SUMMARY TABULATIONS		LEGEND	
PRIVATE CHURCH / SCHOOL	13.12 AC	PRIVATE SINGLE FAMILY OPEN SPACE	[Green Box]
PRIVATE TOWNHOMES OPEN SPACE	13.42 AC	PUBLIC OPEN SPACE	[Light Green Box]
PRIVATE OPEN SPACE	8.51 AC	CHILDREN	[Blue Box]
TRUCKLE WASH	8.41 AC	SCHOOL	[Light Blue Box]
BARNS	10 BA	TOWNHOMES	[Orange Box]
SINGLE STRUCTURE	2 BA	SINGLE FAMILY COTTAGES	[Light Orange Box]
1/2 BASKETBALL COURT	2 BA		
AMPHITHEATRE	1.52 BA		
PLAYGROUND EQUIPMENT	18,000		
LIGHT POLLARDS	39 BA		



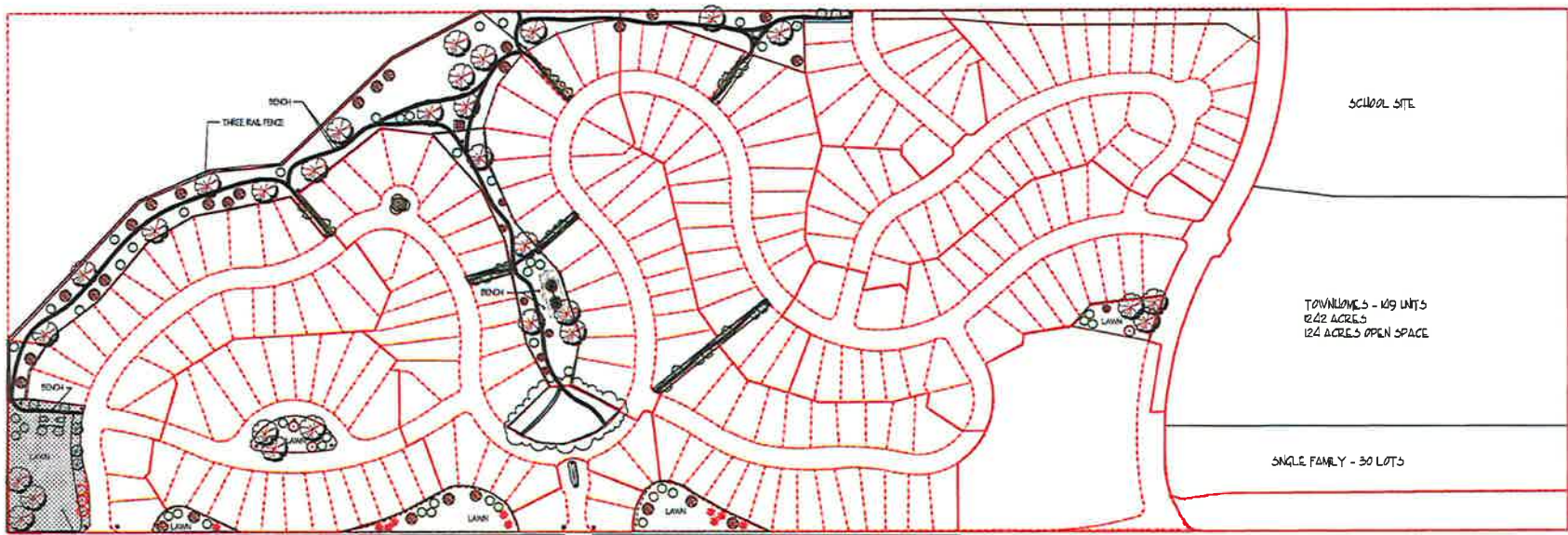
EBI
 ENGINEERS
 SURVEYORS
 PLANNERS
 2002 N. MAIN STREET
 PHOENIX, AZ 85004
 PHONE: 602-998-8888
 FAX: 602-998-8889
 WWW.EBI-PLANNERS.COM

EVANS RANCH
 EAGLE MOUNTAIN, UTAH

EXHIBIT 4 - PARK PLAN

NO.	REVISION
1	
2	
3	
4	

DATE: 08/11/15
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: 2242/15
 SHEET NO.: 4



PUBLIC OPEN SPACE 147 ACRES

SINGLE FAMILY - 242 LOTS
PRIVATE OPEN SPACE 103 ACRES

SUMMARY TABULATIONS

SINGLE FAMILY - 272 TOTAL LOTS
TOWNHOMES - 109 UNITS
OPEN SPACE REQUIRED - 967 ACRES
PUBLIC OPEN SPACE - 147 ACRES
PRIVATE OPEN SPACE - 103 ACRES

SCHOOL SITE

TOWNHOMES - 109 UNITS
124 ACRES OPEN SPACE

SINGLE FAMILY - 30 LOTS

Revision #:

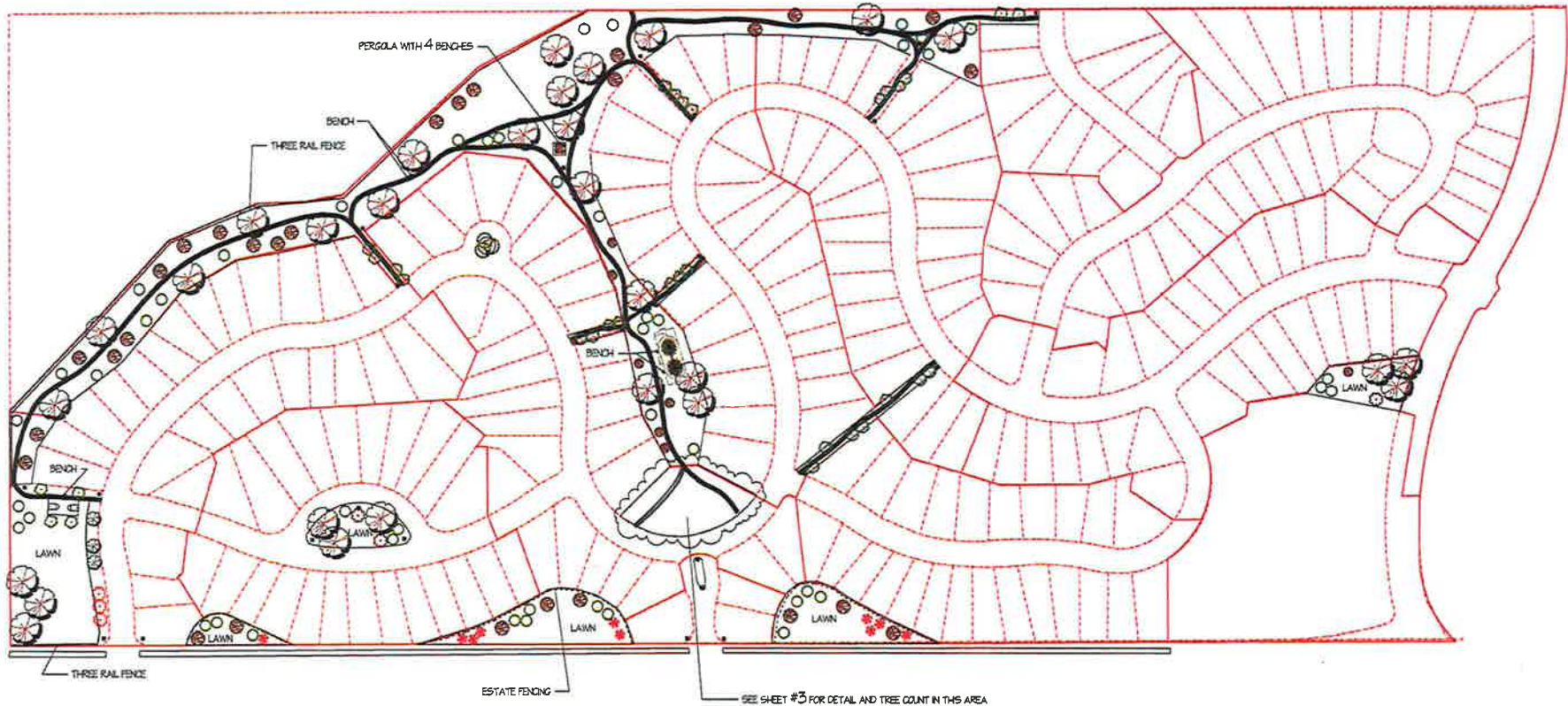
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EVANS RANCH PARK PLAN
SHEET 1 OF 3

Date: 2/17/2016

1/128" = 1'





FEATURE	POINTS AVAILABLE	QUANTITIES	PROPOSED POINTS
BENCH / SHADE STRUCTURE	2	10	20
SHADE STRUCTURE	4	2	8
1/2 CONCRETE BASKETBALL COURT	20	2	40
TREES (S)	2	38	76
ASPHALT TRAILS 8' WIDE PER 100'	6	5573	33438
PLAYGROUND EQUIPMENT PER \$1,000.00	2	80,000	160
LIGHT BOLLARDS	3	39	117
TOTAL			65988

OPEN SPACE POINT TABULATION
 421 UNITS WITH TOWNHOMES = 9.67 ACRES
 9.67 ACRES REQUIRED AT 100 POINTS PER ACRE = 967 POINTS
 SINGLE FAMILY SITE PROVIDING 65,128 POINTS
 TOWNHOME SITE TO PROVIDE 375.12 POINTS OR BUY DOWN AS REQUIRED

Revision #:

Date: 2/25/2016

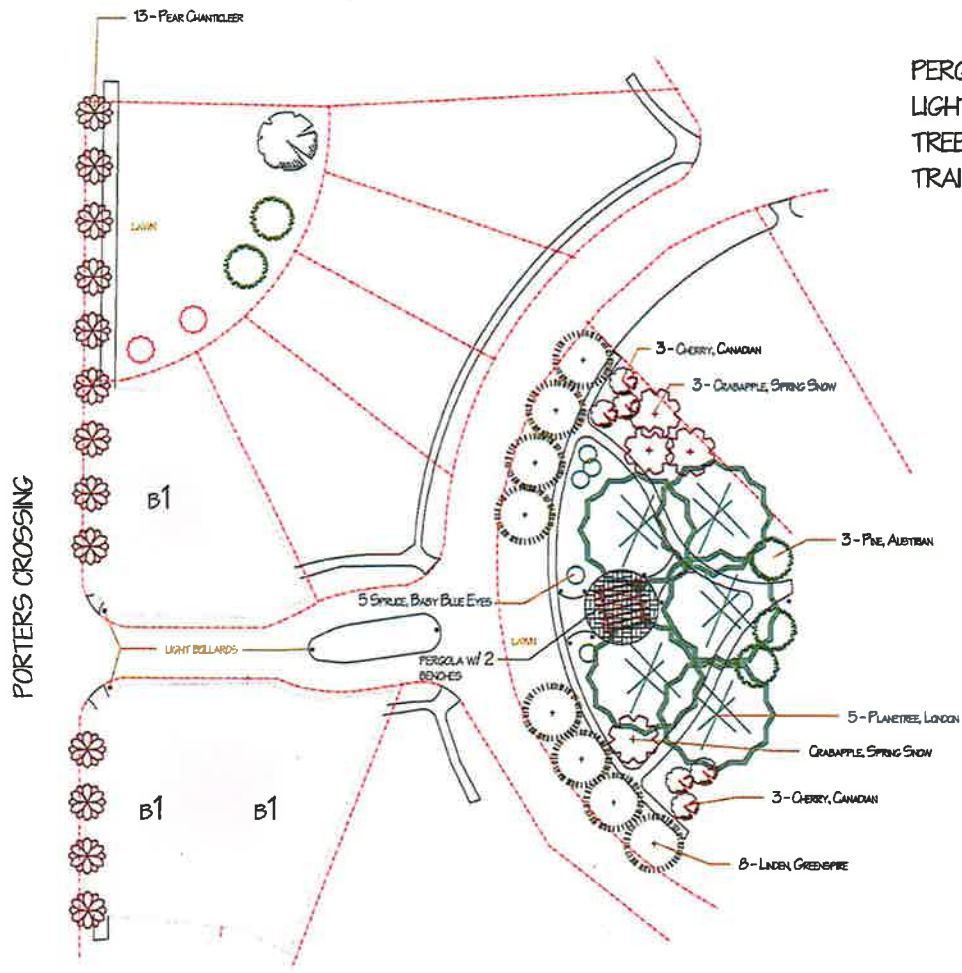
Scale:

1" = 100'

EVANS RANCH PARK PLAN

SHEET 2 OF 3





- AMENITY POINT FEATURES
 PERGOLA SHADE STRUCTURE WITH BENCHES
 LIGHT BOLLARDS
 TREES
 TRAIL


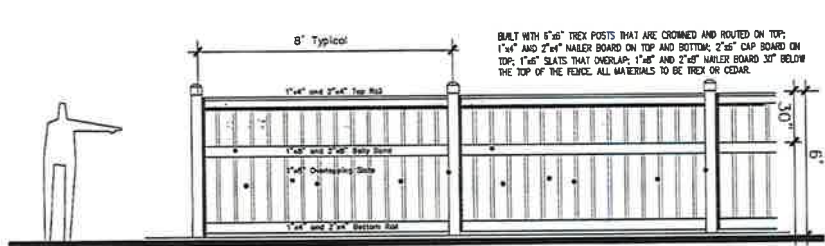
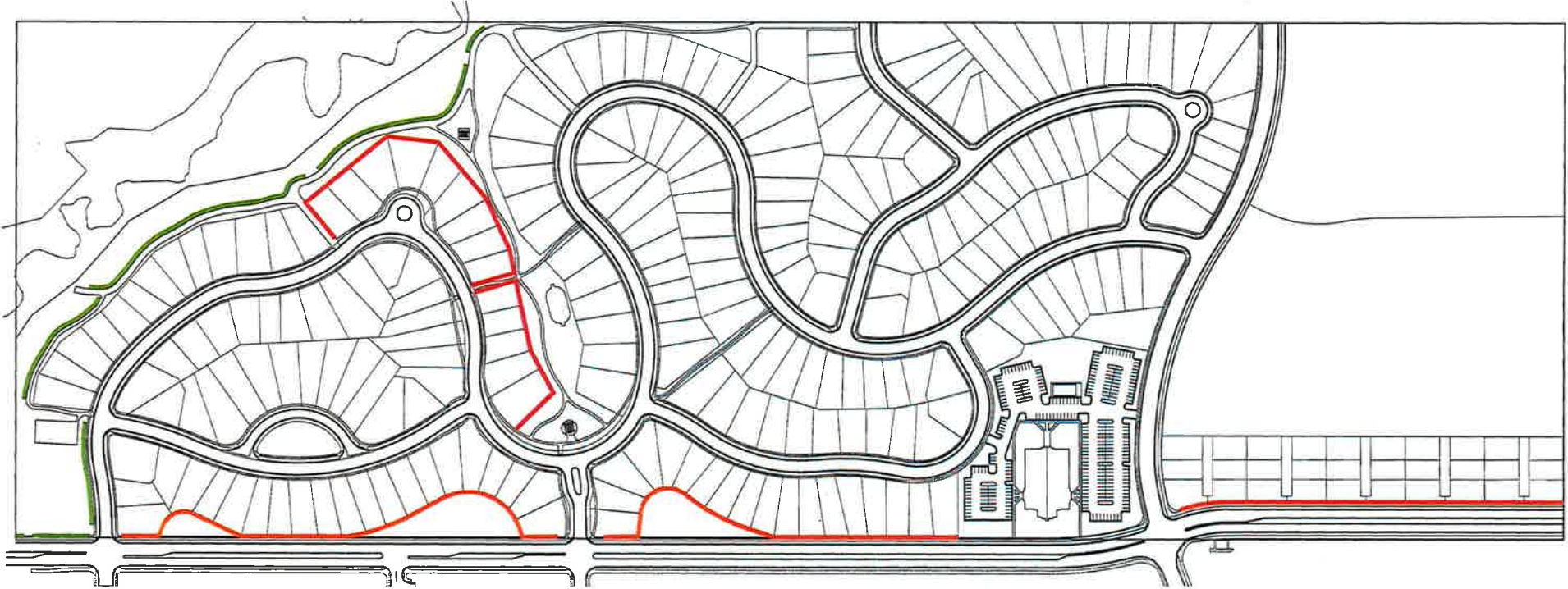
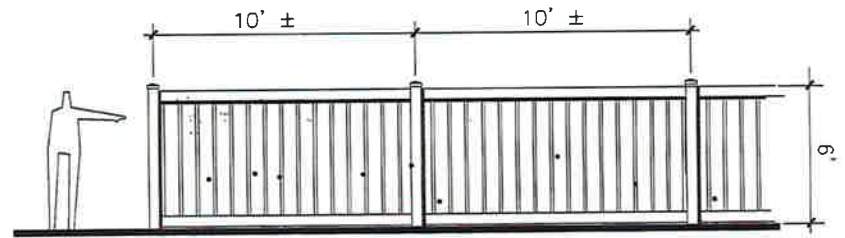
Revision #:	Scale:	EVANS RANCH PARK PLAN SHEET 3 OF 3	
Date: 2/17/2016	1" = 30'		

EXHIBIT 5
FENCING EXHIBIT

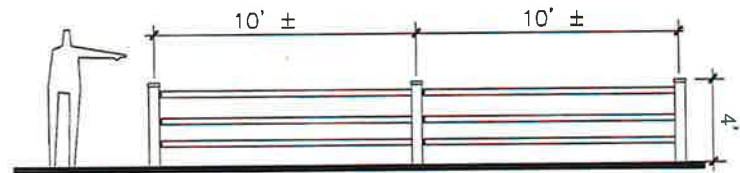
See attached.



Estate Fence



6' Vinyl Fence (Tan)



Split-rail Fence (3-rail)

EXHIBIT A

IMPACT FEE REIMBURSEMENT AGREEMENT

**IMPACT FEE REIMBURSEMENT AGREEMENT
FOR EVANS RANCH, LLC**

This Impact Fee Reimbursement Agreement (this "Agreement") is entered into by and among **Eagle Mountain City**, a municipal corporation of the State of Utah (the "City") and **Evans Ranch, LLC**, a Utah limited liability company ("Developer"). City and Developer shall collectively be referred to herein as "Parties."

RECITALS

A. Developer is in the process of developing the Evans Ranch Project (the "Project"). A map depicting the Project is attached hereto as Exhibit A.

B. In conjunction with the Project, Developer has agreed to (1) dedicate approximately 2.11 acres of real property for construction of Porter's Crossing Parkway to the south of Golden Eagle Boulevard (the "Property"), and (2) install an upsized, 12" water line underneath Golden Eagle Road. Developer and City believe such dedication of Property, and the upsized portion of the costs of installing the water line, should be considered a System Improvement and subject to reimbursement by the City from the City's collection of impact fees

C. It is the intent of the Parties that City will reimburse Developer for the Property and upsized portion of the water line on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties contained herein, the parties agree as follows:

1. Dedication of Property; Water Line. In conjunction with the recording of any plat for the 30 single family lots contained in the southwest corner of the Project (which area is adjacent to the section of Porter's Crossing Parkway to the south of Golden Eagle Boulevard), Developer shall dedicate to the City, free and clear of all liens and encumbrances, a 94' wide right-of-way for the future construction of Porter's Crossing Parkway to the south of Golden Eagle Boulevard, which will include approximately 2.11 acres of real property. Furthermore, prior to the date hereof the City acknowledges that Developer upsized and dedicated to the City a certain water line underneath Golden Eagle Drive.

2. Reimbursement to Developer from City. Pursuant to procedures set forth herein, the City shall reimburse Developer with respect to the dedication of the Property in the amount of \$105,000.00 per acre, or \$221,550 in total (the "Property Reimbursement Amount"), and with respect to the water line, in the amount of \$74,574.60 (the "Water Line Reimbursement Amount").

3. Collection and Accounting. Each three month period beginning on January 1, 2016 (a "Reimbursement Period") shall constitute the accounting period for determining the total amount of impact fees collected for reimbursement under this Agreement. Within thirty (30) days following the end of each Reimbursement Period, the City shall prepare and make available to Developer a report of all impact fees which were collected during the preceding accounting period that are payable to Developer under this Agreement. City shall pay the amounts to

Developer within ten (10) days of written confirmation from Developer that Developer agrees with the amounts in the report.

4. Payments to Developer. Payments shall be made to Developer based upon the amount of transportation (road) impact fees (with respect to the Property Reimbursement Amount) and the culinary water impact fees (with respect to the Water Line Reimbursement Amount) collected by the City within the Project during the Reimbursement Period. For example, with respect to the Property Reimbursement Amount, if 10 building permits are issued for lots within the Project during a Reimbursement Period, and the transportation impact fees collected by the City is \$2,500 per lot, the City will pay Developer the amount of \$25,000 toward payment of the Property Reimbursement Amount. In the event that all transportation (road) impact fees and culinary water impact fees are paid for all lots within the Project prior to the City fully reimbursing Developer for the Property Reimbursement Amount and the Water Line Reimbursement Amount (respectively), City shall pay Developer the remaining Property Reimbursement Amount and Water Line Reimbursement Amount at the end of the final Reimbursement Period under this Agreement (i.e., the 3 month period during which the final building permit is issued with respect to the Project).

5. Cooperation and Noninterference. Developer agrees not to challenge any impact fees imposed upon the Project as of the date hereof, and shall cooperate with the City in the collection of all impact fees required by the Ordinance.

6. General Provisions. The following provisions are also an integral part of this Agreement:

(a) Governmental Immunity. The City is a governmental entities under the “Utah Governmental Immunity Act” (*Utah Code Ann. § 63-30-1, et seq.*) (the “Immunity Act”). Nothing herein shall be construed as a waiver of any defenses available under the Immunity Act nor does City waive any limits of liability provided by the Immunity Act or any other provisions of Utah law.

(b) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(c) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(d) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(e) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

(f) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to any subsequent breach of this Agreement.

(g) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

(h) Amendment. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

(i) Interpretation. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah.

(j) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(k) Recitals. All recitals are expressly made a part of this Agreement as though completely set forth in the body of this Agreement.

(l) No Partnership. The Parties do not by this Agreement in any way or for any purpose become partners or joint venturers with each other.

[Remainder of Page Intentionally Left Blank.]

DATED this 1st day of March, 2016.

CITY:

EAGLE MOUNTAIN CITY

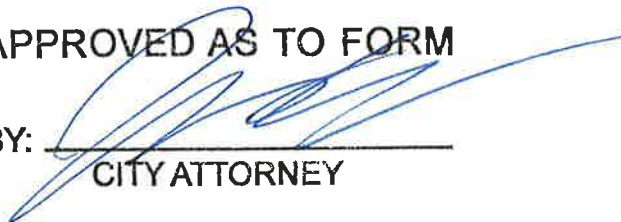

Chris Pengra, Mayor

ATTEST:


Fionnuala B Kofoed, MMC, City Recorder



APPROVED AS TO FORM

BY: 
CITY ATTORNEY

DEVELOPER:

EVANS RANCH, LLC, a Utah limited liability company

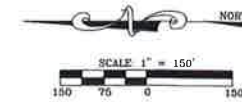
By: DAI Managers, LLC, a Utah limited liability company, its Manager

By: 
Nathan D. Shipp, Manager

Exhibit A

EVANS RANCH

A PORTION OF THE NW 1/4 & SW 1/4 SECTION 28, T5S, R1W, SLB&M,
EAGLE MOUNTAIN, UTAH



LEI
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

EVANS RANCH
EAGLE MOUNTAIN, UTAH
MASTER DEVELOPMENT PLAN MAP

TABULATIONS

-SINGLE FAMILY	272 DU (3.02 DU/AC)
-TOWNHOMES	149 DU (12.00 DU/AC)
-TOTAL DWELLING UNITS	421 DU (3.50 DU/AC)
-AVERAGE LOT SIZE 9,196 SF	
-LARGEST LOT SIZE 14,734 SF	
-SMALLEST LOT SIZE 5,776 SF	
TOTAL AREA 120.45 AC	
-PORTERS CROSSING ROAD	2.55 AC (2.12%)
-GOLDEN EAGLE ROAD	2.15 AC (1.78%)
-CHURCH SITE	4.81 AC (3.95%)
-SCHOOL SITE	8.51 AC (7.07%)
-TOWNHOMES	12.42 AC (10.30%)
-SINGLE FAMILY	90.21 AC (74.78%)

* SEE LANDSCAPE PLANS FOR SPECIFIC OPEN SPACE DETAILS AND AREAS.

VICINITY MAP



DEVELOPER / OWNER
DAI
1099 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84095
(801) 495-3414

ENGINEER
LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801) 798-0555

PROJECT NAME
EVANS RANCH

REVISIONS	
1	
2	
3	
4	
5	
6	

LEI PROJECT #:
2012-1845
DRAWN BY:
BLS
CHECKED BY:
GDM
SCALE:
1" = 150'
DATE:
2/24/2016

SHEET
1