

**ADDENDUM NO. 2  
TO  
ANNEXATION DEVELOPMENT AGREEMENT**

THIS ADDENDUM NO. 2 is to that ANNEXATION DEVELOPMENT AGREEMENT, dated December 16, 2005 ("Agreement"), that was executed by and between ELK RIDGE CITY, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 80 East Park Drive, Elk Ridge, Utah 84651 ("City"); and STONE RIVER FALLS, LLC, a Utah limited liability company, with its principal offices located at 9537 Misty Oaks Circle, South Jordan, Utah 84095 ("Developer").

WHEREAS, an Addendum No. 1 to the Agreement was executed in January of 2008, by and among ELK RIDGE CITY, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 80 East Park Drive, Elk Ridge, Utah 84651 ("City"); and STONE RIVER FALLS, LLC, a Utah limited liability company, and/or successors and assigns, with its principal offices located at 9537 Misty Oaks Circle, South Jordan, Utah 84095, and RINDLESBACH CONSTRUCTION INC. PROFIT SHARING PLAN, a Trust organized and existing under the laws of the State of Utah, and/or successors and assigns, with its principal offices located at 9537 Misty Oaks Circle, South Jordan, Utah, 84095 (jointly the "Developer").

WHEREAS, Addendum No. 1 to the Agreement was recorded on February 6, 2008, in the office of the Utah County Recorder as Entry No. 14196:2008.

WHEREAS, Addendum No. 1 to the Agreement included a letter from Nebo School District ("School District"), dated January 30, 2008, wherein the School District acknowledged and agreed to certain terms and conditions set forth in Addendum No. 1 to the Agreement.

NOW, THEREFORE, the City and School District hereby acknowledge and agree as follows:

1. The City and School District hereby acknowledge and agree that the obligations of the School District as set forth in Paragraph 3 of Addendum No. 1 to the Agreement have been fully satisfied.
  - A. On or about May 16, 2014, the School District issued Check No. 0100127782 in the amount of \$103,327.42 to Elk Ridge Meadows Development to reimburse one-half (½) of the utilities and road construction costs of Sky Hawk Way that is adjacent to the School District's property.
2. The City and School District hereby acknowledge and agree that the obligations of the School District as set forth in Paragraph 4 of Addendum No. 1 to the Agreement have been fully satisfied.
  - A. On or about April 11, 2022, the School District issued Check No. 000184266 in the amount of \$426,687.17 to Harrison Heights Development, LLC to reimburse one hundred percent (100%) of utilities and road construction costs of Cotton Tail Lane that is adjacent to the School District's property.
3. To the extent the terms of this Addendum No. 2 modify or conflict with any provisions of the Agreement or other prior Addenda, these terms and conditions shall control.

IN WITNESS WHEREOF, the City and School District have executed this Addendum No. 2 by their duly authorized agents.

**- SIGNATURES AND NOTARIES ON THE FOLLOWING PAGES -**

Passed and duly adopted by the City Council of Elk Ridge City on the \_\_\_\_ day of \_\_\_\_\_, 2022.

"CITY"

**ELK RIDGE CITY**  
**A Municipal Corporation and Political Subdivision**  
**of the State of Utah**

By: \_\_\_\_\_  
**ROBERT HADDOCK, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
**ROYCE SWENSEN, City Recorder**

STATE OF UTAH       )  
                                      :ss.  
COUNTY OF UTAH    )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me, a Notary Public in and for the State of Utah, ROBERT HADDOCK and ROYCE SWENSEN, who being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of Elk Ridge City, a municipal corporation and political subdivision of the State of Utah, the signers of the above instrument, who duly acknowledge to me that they executed the same on behalf of said City.

\_\_\_\_\_  
NOTARY PUBLIC

Passed and duly adopted by the Board of Education of Nebo School District on the \_\_\_\_ day of \_\_\_\_\_, 2022.

"SCHOOL DISTRICT"

**BOARD OF EDUCATION OF**

**NEBO SCHOOL DISTRICT**

**A body corporate and politic of the State of Utah**

By: \_\_\_\_\_  
**CHRISTINE RILEY, Board President**

**ATTEST:**

By: \_\_\_\_\_  
**MICHAEL HARRISON, Business Administrator**

STATE OF UTAH       )  
                                  :SS.  
COUNTY OF UTAH    )

On the \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me, a Notary Public in and for the State of Utah, CHRISTINE RILEY and MICHAEL HARRISON, who being by me duly sworn did say that they are the Board President and Business Administrator, respectively, of the Board of Education of Nebo School District, a body corporate and politic of the State of Utah, the signers of the above instrument, who duly acknowledge to me that they executed the same on behalf of said School District.

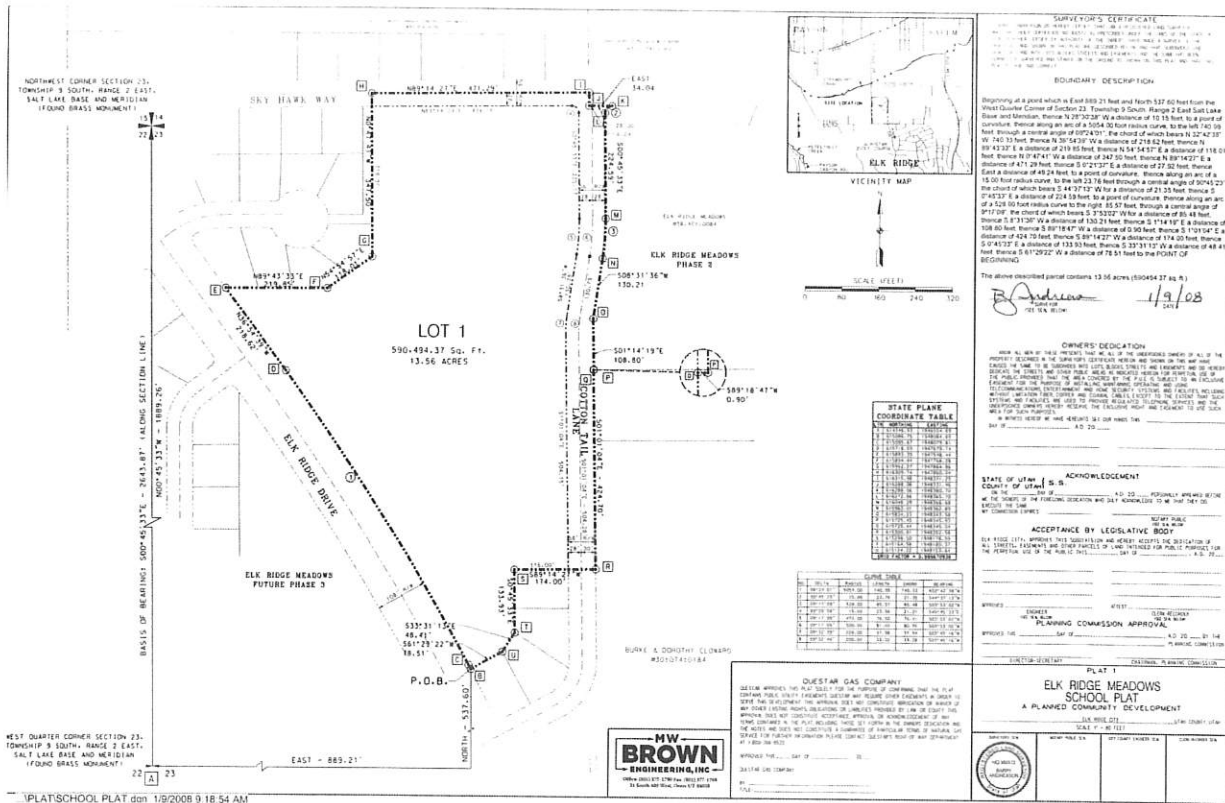
\_\_\_\_\_  
NOTARY PUBLIC

### EXHIBIT "A"

The following described tract of land situated in the County of Utah, State of Utah, to wit:

Beginning at a point which is East 889.21 feet and North 537.60 feet from the West Quarter Corner of Section 23, Township 9 South, Range 2 East Salt Lake Base and Meridian; thence N 28°30'38" W a distance of 10.15 feet; to a point of curvature, thence along an arc of a 5054.00 foot radius curve, to the left 740.99 feet, through a central angle of 08°24'01", the chord of which bears N 32°42'38" W 740.33 feet; thence N 36°54'39" W a distance of 218.62 feet; thence N 89°43'33" E a distance of 219.85 feet; thence N 54°54'57" E a distance of 118.01 feet; thence N 0°47'41" W a distance of 347.50 feet; thence N 89°14'27" E a distance of 471.29 feet; thence S 0°21'37" E a distance of 27.92 feet; thence East a distance of 49.24 feet; to a point of curvature, thence along an arc of a 15.00 foot radius curve, to the left 23.76 feet through a central angle of 90°45'23" the chord of which bears S 44°37'13" W for a distance of 21.35 feet; thence S 0°45'33" E a distance of 224.59 feet; to a point of curvature, thence along an arc of a 528.00 foot radius curve to the right 85.57 feet, through a central angle of 9°17'09", the chord of which bears S 3°53'02" W for a distance of 85.48 feet; thence S 8°31'36" W a distance of 130.21 feet; thence S 1°14'19" E a distance of 108.80 feet; thence S 89°18'47" W a distance of 0.90 feet; thence S 1°01'04" E a distance of 424.70 feet; thence S 89°14'27" W a distance of 174.00 feet; thence S 0°45'33" E a distance of 133.93 feet; thence S 33°31'13" W a distance of 48.41 feet; thence S 61°29'22" W a distance of 78.51 feet to the point of beginning. Acres = 13.56.

**EXHIBIT "A" - CONTINUED**



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ADDENDUM NO. 1  
TO  
ANNEXATION DEVELOPMENT AGREEMENT

ENT 14196:2008 PG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Feb 06 2:26 pm FEE 24.00 BY SW  
RECORDED FOR ELK RIDGE CITY

THIS IS AN ADDENDUM to that ANNEXATION DEVELOPMENT AGREEMENT ("Agreement") dated December 16, 2005, by and among ELK RIDGE CITY, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 80 East Park Drive, Elk Ridge, Utah 84651 (hereinafter referred to as "City"); and STONE RIVER FALLS, LLC, a Utah Limited Liability Company, and/or successors and assigns, with its principal offices located at 9537 Misty Oaks Circle, South Jordan, Utah 84095, and RINDLESBACH CONSTRUCTION INC. PROFIT SHARING PLAN, a Trust organized and existing under the laws of the State of Utah, and/or successors and assigns, with its principal offices located at 9537 Misty Oaks Circle, South Jordan, Utah 84095 (hereinafter jointly referred to as "Developer"). The following terms and conditions are hereby incorporated as part of the Agreement:

1. Developer and City hereby acknowledge that Developer is currently under contract to sell a portion of the property described in the Agreement to the Board of Education of Nebo School District, a body corporate and politic of the State of Utah (hereinafter referred to as the "School District"). The parcel of property to be sold to and purchased by the School District consists of approximately thirteen point five six (13.56) acres and is more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "School Property").
2. The School Property shall be a legally subdivided parcel approved by the City and recorded at the office of the Utah County Recorder. In conjunction with the approval and recording of the School Property parcel, the roadways known as Sky Hawk Way and Cotton Tail Lane shall be dedicated to the City for public use. After the dedication of the above roadways, the net acreage of the School Property shall be approximately eleven point eight nine (11.89) acres (see Exhibit "B" attached hereto).
3. The parties hereby acknowledge, understand, and agree that in conjunction with the development of the lots in Elk Ridge Meadows Subdivision, Developer shall be responsible to oversee and pay for all labor, material, and other costs relative to the construction of a full-width road known as Sky Hawk Way (described in Section 2 above). The School District shall be responsible reimburse Developer for the road construction costs for the one-half (1/2) portion (south side) of Sky Hawk Way that is adjacent to the School Property. The roadway (Sky Hawk Way) and utilities shall be constructed in accordance with applicable Elk Ridge City ordinances and specifications, and shall be in compliance with any other applicable federal, state, or local laws, ordinances, and regulations.

4.

The parties hereby acknowledge, understand, and agree that at the time the School District constructs a school on the School Property, the School District shall be responsible to oversee and pay for all labor, material, and other costs relative to the construction of a portion of a full-width road known as Cotton Tail Lane which is adjacent to the School Property (described in Section 2 above). The roadway (Cotton Tail Lane) and utilities shall be constructed in accordance with applicable Elk Ridge City ordinances and specifications, and shall be in compliance with any other applicable federal, state, or local laws, ordinances, and regulations.

The parties hereby acknowledge, understand, and agree that the Developer shall contribute the amount of Fifty-Three Thousand Five Hundred Ninety and 00/100 Dollars (\$53,590.00) to the City to be applied towards the development of a new water tank and well (hereinafter referred to as the "Water System Improvements"). The foregoing amount will be paid by the Developer to the City at the time of final plat approval for the School Property.

The City agrees to reimburse the Developer the above amount by collecting connection or impact fees from future users of the Water System Improvements, and to remit such fees to the Developer until such time as the Developer has been reimbursed the contributed amount. Reimbursement amounts shall be based on calculations determined by the City Engineer.

7. The parties hereby acknowledge, understand, and agree that that at the time the School District constructs a school on the School Property, the School District shall be responsible to satisfy the water transfer requirements with the City in accordance with applicable City ordinances. This may be done by transferring the appropriate amount of water shares or water rights, paying in lieu thereof, or a combination of both.
- ENT 14196:2008 PG 2 of 8
8. The parties hereby acknowledge, understand, and agree that at the time the School District constructs a school on the School Property, the School District shall be responsible to pay all appropriate impact and connection fees associated with the construction of the school in accordance with applicable City ordinances.
9. Notwithstanding anything contained herein, the obligations of the School District hereunder shall not be construed in any way as to obligate or commit the School District to construct a school or other facility on the School Property, or prohibit the School District from subsequently selling the School Property to a third-party.
10. In the event the School District subsequently sells the School Property to a third-party, the third-party purchaser of the School Property shall be required to allocate five point five (5.5) acres of the School Property as "open space" in accordance with applicable Elk Ridge City development ordinances.
11. Except as specifically provided herein, all other terms and conditions of the Agreement are NOT BINDING upon the School District or the School Property.
12. This Addendum shall be recorded at the Utah County Recorder's Office and shall be deemed to run with the School Property and shall be binding upon all successor and assigns of the School District in the ownership or development of the School Property.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Agreement, these terms and conditions shall control.

- SIGNATURES AND NOTARIES ON THE FOLLOWING PAGES -


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents.

Passed and duly adopted by the City Council of Elk Ridge City this 22 day of January, 2008.

Councilmember <u>Raymond Brown</u>	Voted: <u>Aye</u>
Councilmember <u>Derrek Johnson</u>	Voted: <u>Aye</u>
Councilmember <u>Julie Haskell</u>	Voted: <u>Aye</u>
Councilmember <u>Nelson Abbott</u>	Voted: <u>Aye</u>
Councilmember <u>Sean Roylance</u>	Voted: <u>Aye</u>

"CITY"

**ELK RIDGE CITY**  
A Municipal Corporation and Political Subdivision  
of the State of Utah

By:   
DENNIS DUNN, Mayor

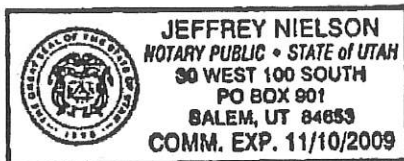
ATTEST:

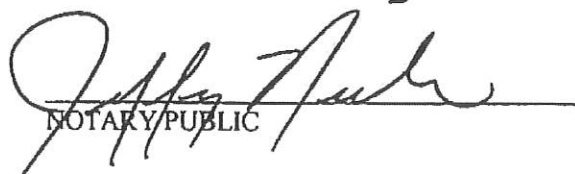
By:   
JANICE H. DAVIS, City Recorder



STATE OF UTAH     )  
                              :SS.  
COUNTY OF UTAH    )

On the 30 day of January, 2008, personally appeared before me, a Notary Public in and for the State of Utah, DENNIS DUNN and JANICE H. DAVIS, who being by me duly sworn did say that they are the Mayor and City Recorder, respectively, of Elk Ridge City, a municipal corporation and political subdivision of the State of Utah, the signers of the above instrument, who duly acknowledge to me that they executed the same on behalf of said City.



  
NOTARY PUBLIC



Duly executed on this 30<sup>th</sup> day of January, 2008.

"DEVELOPER"

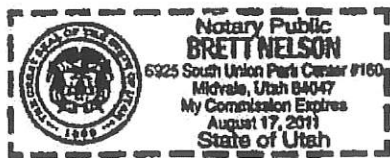
ENT 14196:2008 PG 4 of 8

STONE RIVER FALLS, LLC  
A Utah Limited Liability Company

By: Randy G Young  
RANDY YOUNG, President/Member/Manager

STATE OF UTAH     )  
                              :SS.  
COUNTY OF UTAH    )

On the 30<sup>th</sup> day of January, 2008, personally appeared before me, a Notary Public in and for the State of Utah, RANDY YOUNG, who being by me duly sworn did say that he is the President/Member/Manager of STONE RIVER FALLS, LLC, a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Company.



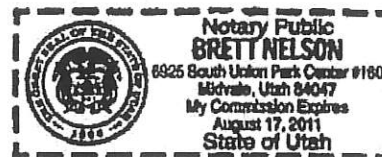
Brett Nelson  
NOTARY PUBLIC

RINDLESBACH CONSTRUCTION INC.  
PROFIT SHARING PLAN

A Trust organized and existing under  
the laws of the State of Utah

By: Mark L Rindlesbach  
MARK L. RINDLESBACH, Trustee

STATE OF UTAH     )  
                              :SS.  
COUNTY OF UTAH    )



On the 30<sup>th</sup> day of January, 2008, personally appeared before me, a Notary Public in and for the State of Utah, MARK L. RINDLESBACH, who being by me duly sworn did say that he is the Trustee of the RINDLESBACH CONSTRUCTION INC. PROFIT SHARING PLAN, a Trust organized and existing under the laws of the State of Utah, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of said Trust.

Brett Nelson  
NOTARY PUBLIC

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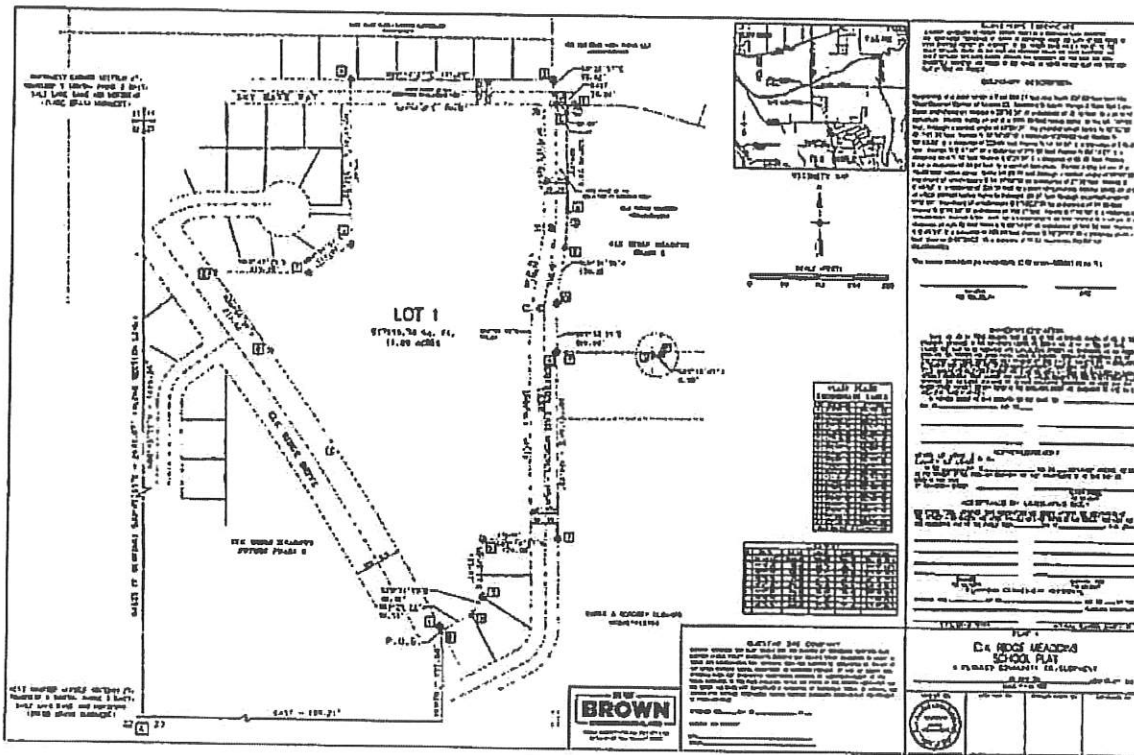
Beginning at a point which is East 889.21 feet and North 537.60 feet from the West Quarter Corner of Section 23, Township 9 South, Range 2 East Salt Lake Base and Meridian; thence N 28°30'38" W a distance of 10.15 feet; to a point of curvature, thence along an arc of a 5054.00 foot radius curve, to the left 740.99 feet, through a central angle of 08°24'01", the chord of which bears N 32°42'38" W 740.33 feet; thence N 36°54'39" W a distance of 218.62 feet; thence N 89°43'33" E a distance of 219.85 feet; thence N 54°54'57" E a distance of 118.01 feet; thence N 0°47'41" W a distance of 347.50 feet; thence N 89°14'27" E a distance of 471.29 feet; thence S 0°21'37" E a distance of 27.92 feet; thence East a distance of 49.24 feet; to a point of curvature, thence along an arc of a 15.00 foot radius curve, to the left 23.76 feet through a central angle of 90°45'23" the chord of which bears S 44°37'13" W for a distance of 21.35 feet; thence S 0°45'33" E a distance of 224.59 feet; to a point of curvature, thence along an arc of a 528.00 foot radius curve to the right 85.57 feet, through a central angle of 9°17'09", the chord of which bears S 3°53'02" W for a distance of 85.48 feet; thence S 8°31'36" W a distance of 130.21 feet; thence S 1°14'19" E a distance of 108.80 feet; thence S 89°18'47" W a distance of 0.90 feet; thence S 1°01'04" E a distance of 424.70 feet; thence S 89°14'27" W a distance of 174.00 feet; thence S 0°45'33" E a distance of 133.93 feet; thence S 33°31'13" W a distance of 48.41 feet; thence S 61°29'22" W a distance of 78.51 feet to the point of beginning. Acres = 13.56.

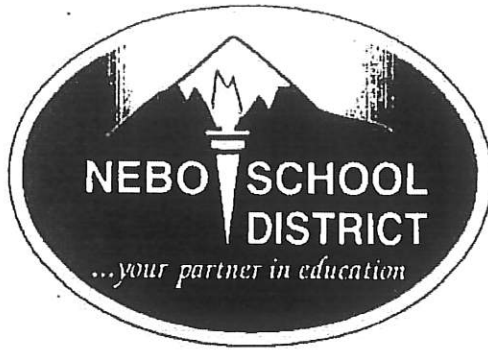
Part of Parcel Identification No's.

30-074-0182
30-074-0186
30-074-0191

ITS FILE # 36843 4TH AMENDMENT







**OFFICE OF ADMINISTRATION**

350 SOUTH MAIN STREET • SPANISH FORK, UTAH 84660  
PHONE (801) 798-4010 • FAX (801) 354-7400

**BOARD OF EDUCATION**

J. Collin Allan  
Randy Boothe  
Rodney H. Oldroyd  
R. Dean Rowley  
Debbie Swenson  
K. L. Tischner  
Kaye Westwood

**SUPERINTENDENT**

Chris S. Sorensen

**BUSINESS ADMINISTRATOR**

Tracy D Olsen

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January 30, 2008

Elk Ridge City  
80 East Park Drive  
Elk Ridge, Utah 84651

**RE: Addendum No. 1 to Annexation Development Agreement**

Nebo School District hereby acknowledges and agrees to the terms and conditions set forth in the attached Addendum No. 1 to Annexation Development Agreement.

BOARD OF EDUCATION OF  
NEBO SCHOOL DISTRICT  
A body corporate and politic of the  
State of Utah

  
R. Dean Rowley, Board President

  
Tracy D Olsen, Business Administrator