

When recorded, return to:

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

FIRST AMENDMENT  
TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “*Amendment*”) is made and entered into as of \_\_\_\_\_, 2022 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, execution of the Agreement was the culmination of a months-long rezoning application (to the Office Warehouse zoning designation) and development approval process between the City and the Developers, during which the Developers at all stages intended for the development of the Property to include Building Material Sales (with outdoor storage) use, and submittals to the City during this process included such use; and

WHEREAS, at the time the Developers submitted their application, Building Material Sales (with outdoor storage) use was a Conditional Use for the Office Warehouse zoning designation; and

WHEREAS, shortly prior to approval and execution of the Development Agreement and the rezoning application of which it was a part, on March 3, 2020, the City Council approved an extensive reworking of its zoning designations which, among many other things, removed Building Material Sales (with outdoor storage) use as a conditional use for the Office Warehouse zone; and

WHEREAS, the foregoing change unintentionally affected the Developers’ application with regard to the Property and its approved use for Building Material Sales (with outdoor storage), and had the Developers known that the City intended to remove Building Material Sales (with outdoor storage) as an approved use for the Office Warehouse zone, it would not have submitted an application for rezoning to Office Warehouse; and

WHEREAS, the City and Developers desire to ~~correct the foregoing error~~ allow outdoor storage on parcel xxxxxxx only, 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 sentence to the end of the section: “Notwithstanding the foregoing to the contrary, Building Material Sales (with outdoor storage) use shall be a permitted use of the ~~Property~~ parcel xxxxx only.” Outdoor storage locations must be clearly indicated on the site plan and may not exceed ten feet in height and shall be screened by a solid six-foot-tall decorative precast fence. 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

\_\_\_\_\_  
City Recorder

STATE OF UTAH            )  
  ) ss  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the Mayor of the City of Saratoga Springs, a political subdivision of the State of Utah.

\_\_\_\_\_  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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: \_\_\_\_\_  
Ali Rafati, Manager

STATE OF UTAH            )  
  ) ss  
COUNTY OF UTAH        )

The foregoing instrument was acknowledged before this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Ali Rafati, the manager of Rafati Holdings, LLC, a Utah limited liability company, on behalf of the company.

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