



## RESOLUTION 04-07-2020

### A RESOLUTION APPROVING A SECOND AMENDMENT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT FOR SUMMIT RIDGE.

**BE IT HEREBY RESOLVED:**

**SECTION 1:** The attached document represents an amendment to the Annexation and Development Agreement for Summit Ridge related to open space requirements and park dedication.

**SECTION 2:** This Resolution shall become effective upon passage.

Approved on this 7th day of April 2020.

  
Kirk F. Hunsaker, Mayor

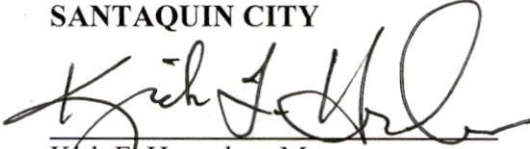
Attest:

  
K. Aaron Shirley, City Recorder

necessary by the City, which may include a Fire Station, or if not a Fire Station, a City park, or any other public use, if a Fire Station is constructed on any portion of the Public Facility Site established pursuant to Section 4.6.1.4.

4. Recitals. The Recitals to this Agreement are fully incorporated herein.
5. Acknowledgement. By signing below, each of the Parties acknowledges that all of the property described in Exhibit B, shall be subject to the terms of this Second Amendment.

SANTAQUIN CITY



Kirk E. Hunsaker, Mayor

ATTEST:



K. Aaron Shirley, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Brett B. Rich, City Attorney

**SECOND AMENDMENT TO**  
**ANNEXATION AND DEVELOPMENT AGREEMENT**  
**FOR SUMMIT RIDGE**

This Second Amendment to Annexation and Development Agreement (“**Second Amendment**”) is entered into as of the \_\_\_\_\_ day of April, 2020 by and between, on the one hand, HG-Utah 1, LLC, a Utah limited liability company (“**Developer**”), Utah Summit Partners, LLC, a Utah limited liability company (“**USP**”), and D.R. Horton, Inc., a Delaware corporation (“**Horton**”<sup>1</sup>, and together with USP, the “**Sub-Developers**”) and on the other hand, Santaquin City, a Utah municipality (“**City**”). The Developer, Sub-Developers and City are sometimes referred to individually as a “**Party**” or collectively, as the “**Parties**.”

**RECITALS**

A. WHEREAS, that certain Annexation and Development Agreement for the Summit Ridge Project Area was entered into December 6, 2000 and recorded in the official records of the Utah County Recorder, December 28, 2000 as Entry No. 102458:2000 and the official records of the Juab County Recorder, December 28, 2000 as Entry No. 00222421 (the “**Original Development Agreement**”); and

B. WHEREAS, that certain First Amendment to Annexation and Development Agreement dated October 25, 2006 was recorded in the official records of the Utah County Recorder on October 31, 2006 as Entry No. 144933:2006, and the official records of the Juab County Recorder, October 31, 2006 as Entry No. 00245622 (the “**First Amendment**” and together with the Original Development Agreement, the “**Development Agreement**”). The First Amendment covered a portion of the property under the Original Development, described in the First Amendment as the “**Land**”; and

C. WHEREAS, after the effective date of the First Amendment, Developer conveyed certain portions of the Land to Sub-Developers, as follows: (i) USP, as to the property described in Exhibit A-1 (the “**USP Property**”); and (ii) Horton, as to the property described in Exhibit A-2 (the “**Horton Property**”); and

D. WHEREAS, Developer and Sub-Developers desire to amend certain terms and provisions of the Development Agreement with respect to the improvement and dedication of parks, open space and public facility sites upon the land area to which this Agreement applies, as defined in Exhibit B. The Parties find that the terms and conditions set forth in this Second Amendment are consistent with the planning objectives and goals of the approved Planned Community Program for the Summit Ridge Project Area approved pursuant to Ordinance No. 5-2-2000, and with the Santaquin City General Plan. The remaining terms and provisions of the Development Agreement that are not specifically amended in the Second Amendment shall continue in full force and effect.

---

<sup>1</sup> Horton is not an owner of record, but is included in this agreement as an entity with a contract interest in a portion of the Land.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Section 2.12 of the First Amendment (amending Section 4.5.1.1 of the Original Development) is replaced with the following:

**4.5.1.1 Park Sites and Open Area.** Developer shall include park sites and open space within the Summit Ridge Project Area sufficient to satisfy the acreage requirements set forth under this Subsection. The calculation of the required acreage for park sites to be dedicated to the City in the Summit Ridge Project Area shall be based on a rate of 5 acres per thousand residents, utilizing an average density of 3.7 residents per household, as follows:  $((\text{number of lots} \times 3.7) / 1,000 \text{ residents}) \times 5 \text{ acres}$  (the “**Required Park Acreage**”). For example, if 2,600 lots are platted within the Summit Ridge Project Area at full build-out, the overall requirement for City dedicated park sites equals 48.1 acres. The City acknowledges having previously accepted the dedication of: (a) Sunset Trails Park, 2.8 acres; and (b) Stone Hollow I Park, 12.5 acres, which comprise 15.3 acres of the Required Park Acreage. The City further acknowledges that the following acreages shall be included in the Required Park Acreage upon the recording of the applicable final plat: (i) The Hills Dog Park, 0.7 acres; and (ii) The Hills Park, 3.66 acres.

The City shall partially credit Developer for the inclusion of non-dedicated, fully improved, exclusive-use private park sites (“**Private Parks**”), non-dedicated partially improved exclusive-use private open space (“**Private Open Spaces**”) and fee titled public open space dedicated to the City and improved by the Developer pursuant to Santaquin City Trail Standards and requirements specified in the First Amendment of the Development Agreement with appropriate connectivity, and maintained by an established Home Owners Association (“**City Open Areas**”), upon the recordation of the applicable plat, as follows:

<b>Category of Park Site/ Open Area</b>	<b>Credit Toward Required Park Acreage</b>
Private Parks	80.0%
Private Open Space	80.0%
City Open Areas (not accepted for development as a traditional/neighborhood park)	20.0%
City Accepted Land (accepted for future development as a traditional/neighborhood park by the City)	100%

By way of example, the Required Park Acreage for the Horton Property (429 units) is approximately 8.0 acres. The Horton Property includes approximately

8.0 acres of private park, amenities and open space so such area would qualify as a Private Park and contribute 6.4 acres (8.0 acres x .80) toward the Required Park Acreage for the Horton Property. Accordingly, under this Second Amendment, there is a 1.6 acre shortfall. Developer agrees and the City finds that fair compensation for such shortfall shall be made by Developer installing park improvements in the Summit Ridge Project Area or upon the public facility site explained in Section 4.6.1.4 having an equivalent value of the shortfall, as agreed to by the City and Horton. Developer shall not seek reimbursement from the City in the form of impact fee credits for any such improvements made to compensate for the shortfall, as would otherwise be allowed under the Development Agreement. All other shortfalls in the dedication requirements shall be resolved by agreement of the City and the applicable Party: by the dedication of additional real property in the amount of the shortfall; by the purchase and installation of additional park improvements on the dedicated property by the developer; or, by a payment in lieu of either of the foregoing, to be computed at the amount of four hundred fifty dollars (\$450) per unit.

The Homeowner Sub-Associations to be formed within the land described in Exhibit B, shall be responsible for the maintenance and repair of the Private Parks, Private Open Areas and City Open Areas included within any such Homeowner Sub-Association's plat. The City shall have no responsibility for costs associated with such maintenance or repairs.

2. Section 2.14 of the First Amendment (amending Section 4.6.1.4 of the Original Development Agreement) shall be deleted in its entirety and replaced with the following:

4.6.1.4 Public Facility Site. Also in lieu of the construction of any golf course as provided in section 4.5.1.2, Developer has now dedicated to the City, free and clear of liens and encumbrances, by special warranty deed, a specific portion of real property consisting of thirty-five acres as a ("Public Facility Site"), which is more particularly described in Exhibit C hereto. Developer and Sub-Developers hereby agree and acknowledge the City has complied with the terms and conditions previously imposed on such dedication and in partial consideration of the execution of this Second Amendment, hereby release all options and first rights of refusal contained in the First Amendment of the Development Agreement. City is free to continue development of all or part of the Public Facility Site and to sell any portion of the Public Facility Site for commercial development, so long as such commercial development is consistent with the Master Plan for development of the Land and shall not unreasonably compete with the development interests of Developer.

3. Section 4.6.1.1 of the Original Development Agreement is amended to read as follows:

Section 4.6.1.1 Developer's Obligations. Developer shall donate to the City a three and sixty-six/one-hundredths (3.66) acre site, known as the Hills Park, as designated on the Summit Ridge Development Plan for the provision public facilities as determined

**HG-UTAH-1, LLC,  
A Utah Limited Liability Company**

\_\_\_\_\_  
Robb Horlacher, Manager

STATE OF UTAH

ss:

COUNTY OF UTAH

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Robb Horlacher, who is personally known to me and after being duly sworn stated that he is the Manager of HG-UTAH-1, LLC; that he is authorized to execute this Agreement on behalf of HG-UTAH-1, LLC; and that he executed the same.

\_\_\_\_\_  
Notary Public

**As to the USP Property:  
UTAH SUMMIT PARTNERS, LLC,  
A Utah Limited Liability Company**

\_\_\_\_\_  
Clark Ivory

STATE OF UTAH

ss:

COUNTY OF UTAH

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Clark Ivory, who is personally known to me and after being duly sworn stated that he is the Manager of Utah Summit Partners, LLC; that he is authorized to execute this Agreement on behalf of Utah Summit Partners, LLC; and that he executed the same.

\_\_\_\_\_  
Notary Public

And

\_\_\_\_\_  
Rick Salisbury

STATE OF UTAH

ss:

COUNTY OF UTAH

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Rick Salisbury, who is personally known to me and after being duly sworn stated that he is the Manager of Utah Summit Partners, LLC; that he is authorized to execute this Agreement on behalf of Utah Summit Partners; and that he executed the same.

\_\_\_\_\_  
Notary Public

**As to the Horton Property:**  
**D.R. Horton, Inc.,**  
**A Delaware corporation**

\_\_\_\_\_  
Boyd A. Martin

STATE OF UTAH

ss:

COUNTY OF UTAH

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me Boyd A. Martin, who is personally known to me and after being duly sworn stated that he is the Vice President; that he is authorized to execute this Agreement on behalf of D.R. Horton, Inc.; and that he executed the same.

\_\_\_\_\_  
Notary Public

**EXHIBIT A-1**

**(Legal Description of Utah Summit Partners, LLC Property)**



**EXHIBIT A-2**

**(Legal Description of D.R. Horton, Inc. Property)**

**EXHIBIT B**

**(Property subject to the Second Amendment to Annexation and Development Agreement  
for Summit Ridge)**

**EXHIBIT C**

**(Legal Description for Public Facility Site)**