

First Development Agreement Addendum

This Development Agreement Addendum ("Agreement") is made and entered into as of 9/25/24, by and between Hidden Rock Development Group ("Developer") and Town of Apple Valley ("Town").

Recitals:

WHEREAS, Developer and Town have entered into a Development Agreement, dated June 26, 2024, in which developer and town agreed on terms regarding Developer's Project located in Town. This agreement amends and is supplemental to the Development Agreement.

WHEREAS, the Town has established a Public Improvement District (PID) to facilitate the development Oculita Roca;

WHEREAS, the Developer intends to construct and install a one million gallon concrete water tank to support the water supply needs of the development;

WHEREAS, the Town agrees to approve the PID upon the Developer's commitment to finance the construction and installation of said water tank;

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

1. Approval of PID

The Town agrees to approve the establishment of the Public Improvement District (PID) once the Developer submits the necessary documentation and meets all regulatory requirements.

2. Developer's Obligations

The Developer agrees to:

- a. Design, construct and install a one-million-gallon concrete water tank along with all necessary pipelines and hardware in accordance with the Town's specifications and applicable laws.
- b. Bear all costs associated with the construction and installation of the water tank, including but not limited to labor, materials, permits, and inspections.
- c. Complete the construction and installation of the water tank within 1 year following the approval of the PID.

3. Town's Obligations

The Town agrees to:

- a. Review and approve plans for the construction and installation of the water tank in a timely manner.
- b. Facilitate the necessary permits and inspections required for the construction and installation of the water tank.
- c. Secure any easements required for said water tank and pipelines.

4. Indemnification

The Developer agrees to indemnify and hold harmless the Town from any and all claims, liabilities, losses, damages, or expenses arising from the construction and installation of the water tank.

5. Default

Default of This Agreement shall be handled in the same manner as the default provision in paragraph 10 of the Development Agreement.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

7. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and except for the Development Agreement, supersedes all prior negotiations, discussions, and agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Developer Agreement Addendum as of the date first above written.

Hidden Rock Development Group

By: _____

Name: _____

Title: _____

Date: _____

Town of Apple Valley

By: _____

Name: _____

Title: _____

Date: _____