

**SECOND AMENDMENT TO  
THE ORCHARD VISTAS DEVELOPMENT AGREEMENT REGARDING THE  
PROPERTY NOW KNOWN AS CORTLAND PARK**

THIS SECOND AMENDMENT TO THE ORCHARD VISTAS DEVELOPMENT AGREEMENT (the “Second Amendment”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and among BARTCO HOLDINGS, LLC, CL CHRISTENSEN BROTHERS, INC., a Utah corporation, and CHUCK LLC, (the “Owners”) and SANTAQUIN CITY, a fourth class city of the State of Utah (the “City” and, collectively with the Owners, the “Parties”).

**RECITALS**

- A. WHEREAS, the Development Agreement for the Orchard Vistas Development (the “Development Agreement”) was entered into January 7, 2020, between Johnston Developments, LLC and RG DEVELOPMENT, LC, together (“JD/RG”), and the City of Santaquin, Utah, which Development Agreement was recorded in the official records of the Utah County Recorder on May 29, 2020 as Entry No. 73270:2020; and
- B. WHEREAS, on September 7, 2021, at the property owners’ request, the Development Agreement was amended by that document titled “Addendum to the JD/RG Development Agreement” (referred to herein as the “First Amendment”), was approved and adopted by the Santaquin City Council Resolution 09-02-2021, which First Amendment established the new name of the Development to be “Cortland Park Condominiums” and made certain changes to the development scheme; and
- C. WHEREAS, the Parties now desire to enter into this “Second Amendment” to clarify and modify certain development parameters for the Land as set forth herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

Unless the context requires a different meaning, any term or phrase used in this Second Amendment that is not otherwise defined herein shall have the meaning given in the Development Agreement (and as previously modified by the First Amendment).

**SECTION I. SPECIFIC AMENDMENTS**

The Development Agreement shall be specifically amended as follows:

1.1 **Property Development Concept Plan (Exhibit B-2).** The First Amendment replaced the Property Development Concept Plan in the Development Agreement as it applies to the Property. The Parties now agree that the Property Development Concept Plan under the First Amendment is now replaced with Exhibit B-2 attached hereto and incorporated herein by this reference. The Parties recognize that the Property Development Concept Plan attached hereto as Exhibit B-2 changes from a nine-building concept to a sixteen-building concept, with a change in unit type from stacked condominiums to townhomes.

1.2 **Amenities Plan.** The Parties further acknowledge that the Amenities Plan and details in the Second Amendment as proposed herein are similar to those contained within the original Development Agreement and First Amendment, with the exception of the elimination of the clubhouse as shown in the attached Exhibit B-2, and are incorporated herein by this reference for the Property.

1.3 **Number of Units.** The Parties further acknowledge that per the attached Exhibit B-2, the total number of available units is hereby reduced from 102 “stacked” condominiums (per First Amendment) to 92 Townhomes.

1.4 **Covered Parking.** The Parties further acknowledge that per the attached Exhibit B-2, there is one covered parking stall provided per available unit.

1.5 **Indemnification.** The Owners hereby agree to jointly and severally indemnify and hold harmless the City and its officers, agents, and employs from any and all damages and claims of third parties arising from or related to the Development Agreement, the First Amendment, and/or this Second Amendment.

## SECTION II. MISCELLANEOUS

2.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Amendment, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Amendment as if fully set forth herein.

2.2 **Construction.** This Amendment has been reviewed and revised by legal counsel for Owners and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Amendment.

2.3 **Further Assurances, Documents and Acts.** Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Amendment and the actions contemplated hereby. All provisions and requirements of this Amendment shall be carried out by each Party as allowed by law.

2.4 **Assignment.** Neither this Amendment nor any of the provisions, terms or conditions hereof can be assigned by the Owners to any other party, individual or entity without assigning the rights as well as the obligations under the Development Agreement and this Amendment and complying with the other provisions herein concerning assignments. The rights of the City under the Development Agreement as amended shall not be assigned, but the City is authorized to enter into a contract with a third party to perform obligations of the City to operate and maintain any infrastructure improvement.

2.5 **Amendment to Run with the Land.** This Amendment shall be recorded against the Land and shall be deemed to run with the Land.

2.6 **Notices.** Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by facsimile. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to Santaquin City to:

With a copy to:

Amalie R. Ottley	Nielsen & Senior, P.C.
Santaquin City Recorder	P.O. Box 970663
110 South Center Street	Orem, Utah 84097
Santaquin, Utah 84655	Email: bbr@ns-law.com
Facsimile: (801) 754-3526	Attention: Brett B. Rich

If to Bartco Holdings, LLC to:

With a copy to:

, UT 84	, UT 84

If to CL Christensen Brothers, Inc. to:

With a copy to:

, UT 84	, UT 84

If to Chuck LLC. to:

With a copy to:

, UT 84	, UT 84

2.7 **No Third-Party Beneficiary.** This Amendment is made and entered into for the sole protection and benefit of the Parties and their assigns, subject to the provisions of the Amended Agreement. No other Party shall have any right of action based upon any provision of this Amendment whether as third-party beneficiary or otherwise.

2.8 **Counterparts and Exhibits.** This Amendment may be executed in duplicate counterparts, each of which is deemed to be an original. This Amendment consists of twenty (20) pages, and an additional one (1) exhibit, which together constitute the entire understanding and agreement of the Parties to this Amendment. The following exhibits are attached to this Amendment and incorporated herein for all purposes:

Exhibit B-2 Property Development Concept Plan

2.9 **Duration.** This Amendment shall continue in force and effect until all obligations under the Development Agreement relating to the Land have been satisfied.

2.10 **Default and Remedies.** No Party shall be in default under this Development Agreement or Amendments thereto unless such Party fails to perform an obligation required under this Agreement within ten (10) days after written notice is given to the defaulting Party by the other Party, reasonably setting forth the respects in which the defaulting Party has failed to perform such obligation. In the event of an uncured default by any Party within the applicable time for performance and cure period, the non-defaulting Party shall have the remedy of specific performance, voiding the Agreement, or obtaining an injunction requiring actions in accordance with the Development Agreement or Amendments thereto without the posting of an injunction bond. To resolve any disputes arising out of this Agreement, the Parties agree to submit for an expedited judicial review of such dispute(s) through a process that mirrors the Utah Land Use, Development, and Management Act (LUDMA) procedural process, where the Parties (i) stipulate to a set of facts that make up the relevant record; (ii) conduct minimal discovery (if any); and (iii) submit competing briefs asking the Court for declaratory judgment or injunctive relief to resolve the dispute. The Parties agree that neither Party will be entitled to recover monetary damages for any claims arising out of this Agreement, other than the possibility of attorney fees as contemplated in this Agreement.

2.11 **Acknowledgment.** By its signature below, each of the Owners acknowledges that the Property is owned by such Owners at the time of execution of this Amendment and shall be subject to all of the terms and conditions of this Amendment upon execution by all Parties.

2.12 **Prior Provisions Unaffected.** Unless specifically modified by this Second Amendment, all provisions of the Development Agreement as amended by the First Amendment shall remain in full force and effect.

*(Signatures and Notary Acknowledgments Follow)*

IN WITNESS WHEREOF, this Amendment has been executed by the Parties by duly authorized persons, by Santaquin City, acting by and through its City Council and by Bartco Holdings, LLC, CL Christensen Brothers, Inc., and Chuck LLC, each by a duly authorized representative, as of the \_\_\_\_ day of \_\_\_\_\_, 2025.

**SANTAQUIN CITY**

\_\_\_\_\_  
Daniel M. Olson, Mayor

ATTEST:

By: \_\_\_\_\_  
Amalie R. Ottley, City Recorder

STATE OF UTAH            )  
  )ss.  
County of \_\_\_\_\_ )

This record was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Daniel M. Olson, as the Mayor of the City of Santaquin.

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

**BARTCO HOLDINGS, LLC**

By: \_\_\_\_\_

Name:

Its:

STATE OF UTAH    )  
                                  :SS  
COUNTY OF UTAH )

On this \_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me  
\_\_\_\_\_, personally known to me, who after being duly sworn  
acknowledged to me that he/she executed this document with the authorization of, and on behalf  
of, Bartco Holdings, LLC.

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

**CL CHRISTENSEN BROTHERS, INC.**

By: \_\_\_\_\_

Name:

Its:

STATE OF UTAH    )  
                                  :SS  
COUNTY OF UTAH )

On this \_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me  
\_\_\_\_\_, personally known to me, who after being duly sworn  
acknowledged to me that he/she executed this document with the authorization of, and on behalf  
of, CL Christensen Brothers, Inc.

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

**CHUCK LLC**

By: \_\_\_\_\_

Name:

Its:

STATE OF UTAH    )  
                          :SS  
COUNTY OF UTAH )

On this \_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me  
\_\_\_\_\_, personally known to me, who after being duly sworn  
acknowledged to me that he/she executed this document with the authorization of, and on behalf  
of, Chuck LLC.

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

Exhibit B-2  
(Property Development Concept Plan)





















