



The undersigned, duly appointed Deputy City Recorder, does hereby certify that the above notice was posted on the date indicated in the following locations: 1) West Point City Hall Noticing Board 2) the City website at <http://www.westpointutah.gov/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html>

**THIRD AMENDMENT TO
AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN
WEST POINT CITY AND CAPITAL REEF MANAGEMENT, LLC
*Harvest Fields Subdivision***

This THIRD AMENDMENT TO AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN WEST POINT CITY AND CAPITAL REEF MANAGEMENT, LLC (“*Amendment*”) is made and entered into effective _____, 2025 (the “*Effective Date*”), by and between CAPITAL REEF MANAGEMENT, LLC, a Utah limited liability company (“*Owner*”); and WEST POINT CITY, a municipal corporation the State of Utah (the “*City*”).

RECITALS

A. The parties entered into an Agreement for Development of Land Between West Point City and Capital Reef Management, LLC, dated January 21, 2020 (the “*Agreement*”), which Agreement subsequently has been amended twice. Under the Agreement, the City granted Owner certain rights to develop 64 acres of real property located at approximately 1200 South 4500 West, West Point, Utah, as a development with a combined zoning of R-1 and R-2, with a Planned Residential Unit Development overlay zone (“*PRUD*”) (hereinafter, the “*Subdivision*”).

B. The R-1 zoned lots have a minimum lot size of 10,000 square feet.

C. Lot 123, more particularly described as Parcel No. 151640123, All of Lot 123, Harvest Fields PRUD – Phase 1B, (Hereinafter, “Lot 123”), is situated within the R-1 zone.

D. Parcel No. 120460035, the adjacent lot to the north of Lot 123, is not part of the Harvest Fields Subdivision and pre-existed the Harvest Fields Subdivision. There is a row of mature trees planted long ago that are maintained by the owner(s) of Parcel No. 120460035. The trees encroach into Lot 123, preventing its full use and enjoyment, for example, making it impossible to place a fence along the current property line of the two parcels, without removing the trees.

E. The owner of Parcel No. 120460035 desires to retain the trees and Owner is willing to accommodate this request, by adjusting the property line between Lot 123 and Parcel No. 120460035. Owner has proposed conveying a three or four foot strip of the north side of Lot 123, thereby enlarging Parcel No. 120460035 so that the trees fall within the footprint of Parcel No. 120460035. However, such a conveyance would reduce the acreage of Lot 123 to less than 10,000 square feet, which would cause it to be non-compliant with the applicable R-1 zone.

F. The City desires to support Owner’s efforts to be a good neighbor and allow the owner of Parcel No. 151640123 to retain the trees along the shared property line with Lot 123. To this end, the City is willing to amend the Agreement to permit a boundary line adjustment between Parcel No. 151640123, even though the adjustment would otherwise make Lot 123 non-compliant with the applicable R-1 zone

NOW THEREFORE, for good and valuable consideration, including the mutual covenants contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Article III of the Agreement. Article III of the Agreement is hereby amended to add Section 3.5, which states: “As a single exception to the zoning parameters of Section 2.1, the City will permit a boundary line adjustment to Lot 123, whereby Owner is authorized to convey a strip of ground along the north side of Lot 123 to the owner of Parcel No. 151640123, sufficient in size that the trees bordering the

two parcels will be situated within Parcel No. 151640123. The City grants this exception even though the result of the conveyance will reduce Lot 123's total acreage to slightly less than 10,000 square feet.

3. EFFECT OF AMENDMENT. The provisions of this Amendment will govern to the extent of any conflict between this Amendment and the Agreement. Except as modified by this Amendment, all terms of the Agreement, as previously amended, will remain in effect and be fully applicable to the parties. Unless otherwise defined in this Amendment, capitalized terms in this Amendment have the meanings ascribed to them in the Agreement. *This Amendment may be executed in counterparts and may be delivered by fax, email, or other electronic means.*

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

OWNER:

CAPITAL REEF MANAGEMENT, LLC

Craig Jacobsen, Authorized Agent

THE CITY:

WEST POINT CITY

Brian Vincent, Mayor

ATTEST:

Casey Arnold, City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2025, appeared before me ***Craig Jacobsen***, who, being duly sworn, did acknowledge that he is the ***Authorized Agent*** of ***Capital Reef Management, LLC***, the owner and developer of the subdivision that is the subject of the foregoing Amendment, and that he signed the Amendment as duly authorized by a resolution of its members and acknowledged to me that the LLC executed the same.

NOTARY PUBLIC