

AMENDMENT TO DEVELOPMENT AGREEMENT
Between Parowan City and Kay Geez Stock, LC

This Amendment to "A Developmental Agreement Kay Geez Stock ("Amendment") is entered into as of **[date]**, by and between Parowan City, a Utah municipal corporation ("City"), and Kay Geez Stock, LC, ("Developer") a Nevada Limited Liability Company. This Amendment supplements and modifies the Development Agreement dated **[date]** between the parties ("Agreement").

~~8/20/25~~
APRIL 25, 2022

RECITALS

- A. The Developer desires to proceed with development of Goodfellow Corporation on Parcel # A-0002-0020-0000 and has an active building permit approved by the City which will require a Certificate of Occupancy.
- B. The City is pursuing federal grant funding to support infrastructure improvements including an improved pavement road to the Developers parcel, higher capacity power and water mains to the point of existing infrastructure. The City wishes to maximize the value of Developer-funded improvements as match contributions for such grant since the City is currently unable to fund the required match dollars from its own funds.
- C. Both the City and Developer benefit from cooperating to obtain the grant, while also ensuring timely provision of required infrastructure to the project.

AGREEMENT

The parties agree as follows:

1. Water Main Extension.

- Developer shall be responsible, at its expense, to install an 8-inch City water main from the meter on the Developer's property to Kane Springs road, an 12-ince City water main from that point to the connection point of the City's existing water Main along with fire hydrants spaced not more than 500 feet apart, valve clusters, and all other City-required improvements heretofore agreed to.
- The City shall provide temporary water service to the project site, at the City's discretion, either (i) by authorizing the Developer to haul water to an on-site tank, or (ii) by providing a temporary above-ground line.
- A Line Extension agreement will be granted by the City to allow Developer to potentially recoup a portion of the Mater Main Extension costs paid by the

Developer associated with the project. Any such agreement will be typical and customary for line extension agreements of this nature.

2. Power Infrastructure Extension.

- Developer has already installed underground power conduit and some related facilities.
- The City will provide, from its inventory and at its actual cost, certain materials including power line wire and related materials to provide service from Airport to the property Junction Box.
- Developer shall when the appropriate time comes as dictated by the grant process either:
 - (a) reimburse the City for such materials within thirty (30) days of invoice; or
 - (b) if required by grant conditions, directly purchase equivalent materials and convey them to the City to replenish its inventory, making the City whole.
- A Line Extension agreement will be granted by the City to allow Developer to potentially recoup a portion of the power infrastructure extension costs paid by the Developer associated with the project. Any such agreement will be typical and customary for line extension agreements of this nature.

3. Grant Coordination.

- The City intends to use the infrastructure described herein as match contributions toward federal grant funding.
- Developer agrees to cooperate with the City in documenting eligible costs and contributions.

4. Two-Year Grant Window.

- If the City does not secure grant funding within two (2) years of this Amendment, Developer may proceed with the development in the ordinary course, without obligation to defer construction for grant purposes.
- In that event, Developer shall reimburse the City for its costs of materials or services already provided under this Amendment, consistent with Section 2.

5. Benefit to Both Parties.

- The parties acknowledge that the cooperation provided herein benefits both the City and Developer, and that the purpose of this Amendment is to maximize the opportunity for federal grant participation while ensuring development proceeds in a timely and coordinated manner.

6. No Waiver of Immunity.

- Nothing in this Amendment shall be construed as a waiver of the City's governmental immunity under Utah law.

7. Full Force and Effect.

- Except as expressly modified herein, the original Development Agreement remains in full force and effect.

SIGNATURES

Each individual signing this Amendment represents and warrants that the individual has been duly authorized to sign this Amendment in the capacity and for the party where the individual signs:

Parowan City

Mollie Halterman, Mayor

Kay Geez Stock, LC

A handwritten signature in black ink, appearing to read "Kurt Goodfellow", written over a horizontal line.

Kurt Goodfellow, Member