**After Recording, Return To:**

WHL Hiatt LLC  
Attn: Tyler Horan  
42 East 1100 South, Suite 1A  
American Fork, Utah 84003

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR HIATT CREEK PHASE B-1 AND B-2 PROJECT**

**(Expansion of Project and Project)**

This *First Amendment to Development agreement for Hiatt Creek B-1 and B-2 Project* (“**Amendment**”) is entered into by and among ”), by and among the PAYSON CITY, a Utah municipal corporation (“**City**”), WHL HIATT LLC, a Utah limited liability company (“**Developer**”), and HAWKMOON HOLDINGS LLC, a Utah limited liability company (“**Landowner**”) effective as of the date signed by all parties.

**RECITALS**

1. The City, Developer, and Landowner entered into a *Development Agreement for Hiatt Creek Phase B-1 and B-2 Project* on or about September 4, 2025 (“**Agreement**”), with respect to the development of certain land within the City’s municipal boundaries (“**Property**,” and the residential project to be developed thereon, the “**Project**”).
2. The Agreement was recorded in the office of the Utah County Recorder on September 22, 2025, as Entry No. 72420:2025.
3. The parties now wish to make certain modifications to the Agreement as set forth in this Amendment.
4. Section 13.9 of the Agreement provides that the parties may amend the Agreement in a written instrument signed by the parties.

**AGREEMENT**

NOW THEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated into and made part of the parties’ agreement by this reference.
2. Defined Terms. Capitalized terms used herein, but not otherwise defined in this Amendment, shall have the meaning given to such terms in the Agreement.
3. Expansion of Property and Project. The Property is hereby expanded to include the additional land (“**Expansion Area**”) set forth in **Exhibit 1-A** attached hereto. Thus, the Property, inclusive of the Expansion Area, includes all land described in **Exhibit 1-B** attached hereto. The Project is also expanded to include the Expansion Area. The parties agree that all terms and conditions of the Agreement will be applicable to, and binding upon, the Expansion Area as well as the land initially described in the Agreement.
4. Development of Expansion Area. The Project, including the Expansion Area, will be developed according to the rights and privileges provided for in the Agreement, including, without limitation, the rights available under the Zone. The parties agree that the Expansion Area may be developed in one or more phases, each identified on a final subdivision plat for the Project to be recorded in the office of the Utah County Recorder. Without limiting the foregoing, the parties currently anticipate that the Expansion Area will be developed in a manner generally consistent with the concept plan attached as **Exhibit 1-C** (“**Concept Plan**”). Nevertheless, the parties agree the Concept Plan is subject to revision and adjustment as development of the Project proceeds, including reasonable modifications to respond to site conditions or changing market preferences.
5. Construction of Offsite Amenities. The parties agree that the Offsite Amenities, referenced in Section 6.3 of the Agreement, will be constructed within the Expansion Area in locations for such Offsite Amenities provided for on the applicable recorded plats for applicable phase of the Project.
6. Scope of Changes. Except as expressly modified by this Amendment, all terms and conditions of the Agreement, shall be unchanged and shall be deemed in full force and effect. To the extent any provision of this Amendment conflicts with a provision of the Agreement, the terms of this Amendment will control.
7. Binding Effect. Upon full execution by the parties, this Amendment shall be binding on the parties and their successors, heirs, and permitted assigns.
8. Counterparts. This Amendment may be executed in one or more counterparts which may be exchanged by traditional or electronic means and all of which, taken together, shall constitute one and the same instrument.

[*End of Agreement. Signature Pages Follow.*]

WHEREFORE, in witness of their agreement to the foregoing, the parties have executed this Amendment.

**CITY:**

**CITY OF PAYSON**,

a Utah municipal corporation

By:

Printed Name: William R. Wright

Title: Mayor

Date:

Approved as to form: Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Brandon Dalley, City Attorney Amalie R. Ottley, City Recorder

STATE OF UTAH )  
 §  
COUNTY OF UTAH )

On this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2026, personally appeared before me, William R. Wright, the signer of the foregoing instrument, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn / affirmed, did say that he is the Mayor of Payson City, a Utah municipal corporation, and that said document was signed by him on behalf of said municipal corporation, and who acknowledged to me that he executed the same.

Notary Public

**DEVELOPER:**

**WHL HIATT, LLC,**a Utah limited liability company

By:

Printed Name:

Title:

Date:

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )

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COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2025, by as the of WHL Hiatt, LLC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**LANDOWNER:**

**HAWKMOON HOLDINGS LLC,**a Utah limited liability company

By:

Printed Name:

Title:

Date:

**LANDOWNER ACKNOWLEDGMENT**

STATE OF UTAH )

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COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 2025, by as the of Hawkmoon Holdings LLC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

**EXHIBIT 1- A**

**(Expansion Area)**

A parcel of land situate in the Northeast Quarter of Section 24, Township 9 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 00°13'47" East 560.59 feet along the West Section line and West 16.74 feet from the Northeast Corner of Section 24, Township 9 South, Range 2 East, Salt Lake Base and Meridian; and running

thence South 387.09 feet;

thence South 89°47'00" West 873.25 feet;

thence North 112.71 feet;

thence North 30°25'09" East 107.01 feet;

thence North 2°38'53" East 152.60 feet;

thence North 12°02'50" East 27.33 feet;

thence North 89°44'37" East 350.42 feet;

thence North 89°24'50" East 455.91 feet to the point of beginning.

Contains 323,068 Square Feet or 7.417 Acres

**EXHIBIT 1-B**

**(Revised Description of the Property)**

A parcel of land situate in the Northeast Quarter of Section 24, Township 9 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°41'05" West 14.50 feet along the section line from the Northeast Corner of Section 24, Township 9 South, Range 2 East, Salt Lake Base and Meridian; and running

thence South 947.58 feet;

thence South 89°47'00" West 873.25 feet;

thence North 112.71 feet;

thence North 30°25'09" East 107.01 feet;

thence North 2°38'53" East 152.60 feet;

thence North 12°02'50" East 27.33 feet;

thence North 3°01'02" East 110.31 feet;

thence North 0°51'20" West 87.92 feet;

thence North 49°29'30" West 56.56 feet;

thence North 19.15 feet;

thence North 21.17 feet;

thence North 27°53'27" East 75.16 feet;

thence North 6°51'22" East 90.60 feet;

thence North 27°52'47" East 30.74 feet;

thence North 0°09'01" West 57.49 feet;

thence North 70°27'34" East 59.06 feet;

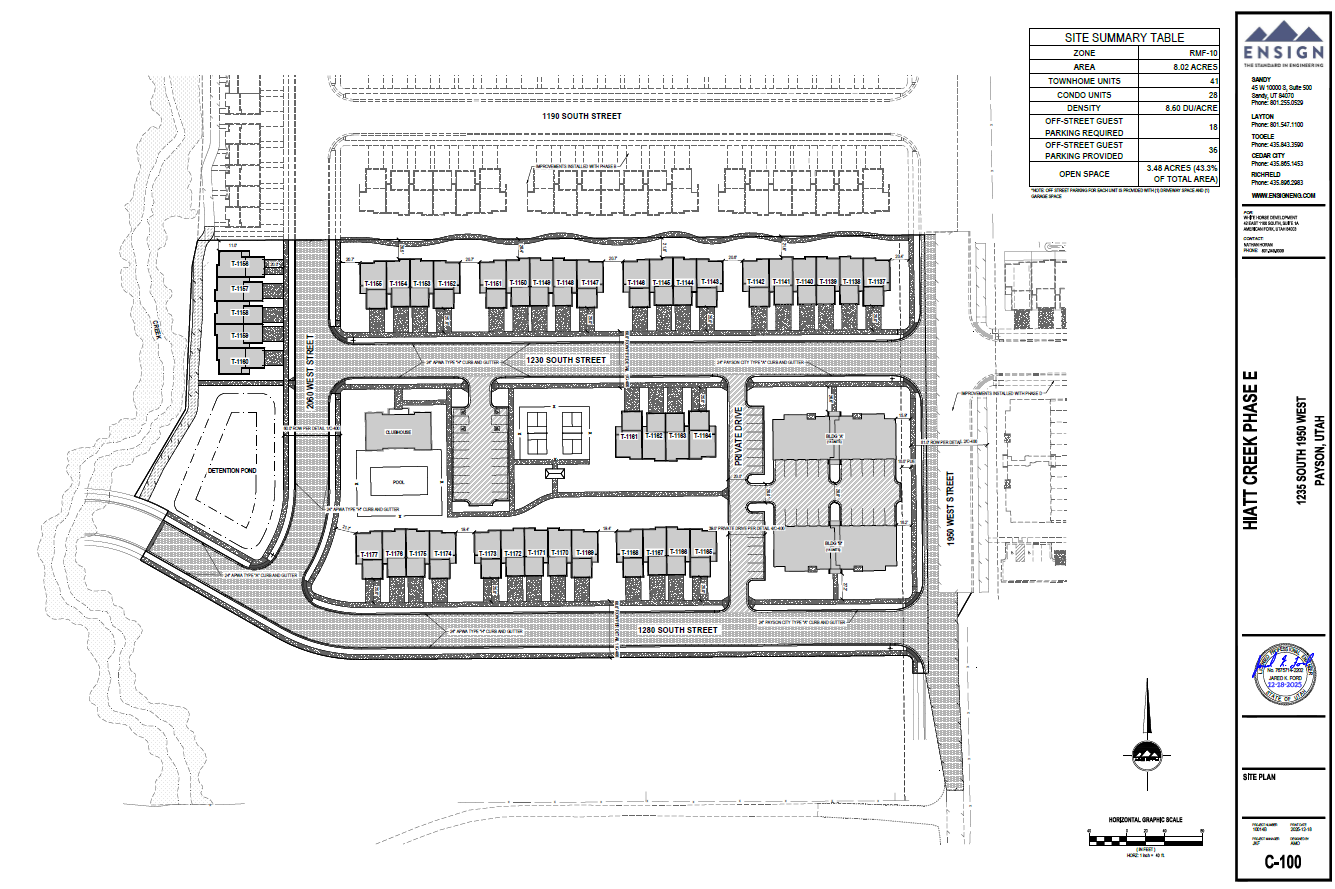
thence North 0°10'49" West 26.78 feet;

thence North 89°41'05" East 729.06 feet to the point of beginning.

Contains 774,108 Square Feet or 17.771 Acres

**EXHIBIT 1-C**

**(General Concept Plan)**

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