

When Recorded, Please Return to:

Morgan County  
Attention: Morgan County Attorney  
48 West Young Street  
Morgan, Utah 84050

Ent 112560 Bk 265 Pg 762  
Date: 20-JUN-2008 10:40AM  
Fee: \$16.00 Check  
Filed By: CRB  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: MOUNTAIN VIEW TITLE & ESCROW IN  
C

03-COHILL-CA-NA-1

00-0073-6561

AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR THE COTTONWOODS AT MOUNTAIN GREEN,  
MORGAN COUNTY, UTAH

**THIS AMENDMENT TO DEVELOPMENT AGREEMENT** (this "**Amendment**") is entered into as of this 1 day of April, 2008, by and between GARDNER COTTONWOOD CREEK, L.C., a Utah limited liability company ("**Developer**"), and MORGAN COUNTY, a political subdivision of the State of Utah, by and through its County Council (the "**County**").

RECITALS

A. On August 9, 2006, Developer and County entered into that certain Development Agreement for the Cottonwoods at Mountain Green, Morgan County, Utah (the "**Development Agreement**"), which Development Agreement was recorded in the office of the Morgan County Recorder on August 18, 2006 as Entry No. 104097 in Book 234 at Page 323. Capitalized terms used, but not otherwise defined herein, shall have their meanings set forth in the Development Agreement.

B. Pursuant to the Development Agreement, required infrastructure for an applicable plat is required to be installed and inspected prior to issuance of building permits for structures within such plat.

C. Developer and County desire to amend the Development Agreement to provide that, with respect to multi-family housing, the installation of sidewalks shall not be a prerequisite to the issuance of building permits, all as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and County hereby agrees as follows:

## AGREEMENT

1. Section 1.5 of the Development Agreement is hereby amended to provide that, with respect to the construction of multi-family housing, the installation of sidewalks shall not be a prerequisite to the issuance of building permits for such multi-family housing construction. Notwithstanding the foregoing, a certificate of occupancy shall not be issued with respect to multi-family housing construction until the required sidewalks are installed, inspected and approved by the County Engineer pursuant to the terms of the Development Agreement.

2. Any and all other terms and provisions of the Development Agreement are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the provisions of this Amendment. Except as expressly modified and amended hereby, all other terms and conditions of the Development Agreement shall continue in full force and effect. In the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Development Agreement, as amended, the provisions of this Amendment shall in all respects govern and control

3. This Amendment contains the entire understanding of the County and Developer and supersedes all prior oral or written understandings relating to the subject matter set forth herein.

4. This Amendment may be executed in counterparts each of which shall be deemed an original. An executed counterpart of this Amendment transmitted by facsimile or other electronic transmission shall be equally as effective as a manually executed counterpart.

5. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.

6. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.


7. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Utah.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.


**DEVELOPER:**

GARDNER COTTONWOOD CREEK, L.C., a  
Utah limited liability company

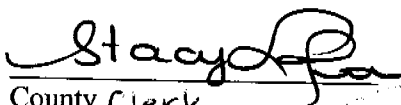
By:   
Name: Rulon C. Gardner  
Title: Manager

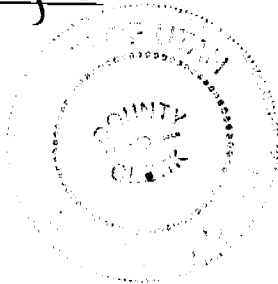
**COUNTY:**

COUNTY OF MORGAN

By:   
Name: Bruce Sanders  
Title: Morgan County Council  
Chairman

Attest:

  
County Clerk



# SURVEYOR'S CERTIFICATE

I, KEITH R. RUSSELL, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 164386, as prescribed under the laws of the State of Utah. I further certify that by authority of the Owners, I have performed a survey of the tract of land shown on this plat and described below, and hereafter to be known as:

## MEADOW RIDGE CONDOMINIUMS - AMENDED

Utah Condominium Project and that this condominium plat is accurate and complies with the provisions of Section 57-8-13(1) of the Utah Condominium Ownership Act. I further certify that the same has been surveyed and staked on the ground as shown on this plat.

## BOUNDARY DESCRIPTION

All of Parcel K represented on the Cottonwood Meadows, A P.U.D. Subdivision as shown on the Official Plat recorded as Entry No. 108786 in Book 251 at Page 806 in the Morgan County Recorder's Office (but not a part thereof,) being more particularly described as follows:

Beginning at a point North 2396.64 feet and East 1928.42 feet from the CE 1/16 Corner of Section 30, Township 5 North, Range 2 East, Salt Lake Base and Meridian (Basis of Bearing being S88°42'14"E between the Center of Section and the CE 1/16 Corner of said Section 30), and running:

thence Northeasterly 15.41 feet along the arc of a 122.50 foot radius curve to the right, chord bears N12°21'25"E 15.40 feet;  
thence N15°57'36"E 150.83 feet;  
thence Northeasterly 174.76 feet along the arc of a 122.50 foot radius curve to the right, chord bears N56°49'47"E 160.31 feet;  
thence S82°18'02"E 19.23 feet;  
thence Southeasterly 24.23 feet along the arc of a 15.00 foot radius curve to the right, chord bears S36°01'43"E 21.68 feet;  
thence Southwesterly 292.09 feet along the arc of a 972.50 foot radius curve to the right, chord bears S18°50'53"W 291.00 feet;  
thence Southwesterly 23.95 feet along the arc of a 15.00 foot radius curve to the right, chord bears S73°11'27"W 21.48 feet;  
thence N61°04'14"W 37.57 feet; thence Northwesterly 54.94 feet along the arc of a 177.50 foot radius curve to the left, chord bears N69°56'13"W 54.72 feet;  
thence Northwesterly 22.92 feet along the arc of a 15.00 foot radius curve to the right, chord bears N35°01'29"W 20.76 feet to the point of beginning.

Contains 39,777 Square Feet or 0.913 Acres, 6 Units

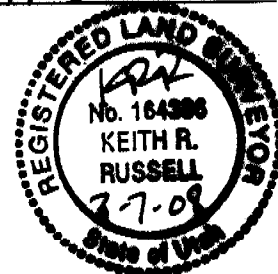
Note: Parcel "K" referred to in this description is represented as a parcel and is labeled as "Parcel K" on the Cottonwood Meadows, A P.U.D. Subdivision recorded in the office of the Morgan County Recorder but is excluded from that plat. I reference it as "Parcel K" on this plat for correlation of the plats so the location of this plat relative to The Cottonwoods, A P.U.D. is clearly understood.

March 7, 2008

DATE



KEITH R. RUSSELL  
P.L.S. 164386



## OWNER'S CONSENT TO RECORDATION

Know all men by these presents that I, the one undersigned owner of the above