

**SECOND AMENDMENT  
 TO  
 DEVELOPMENT AGREEMENT FOR  
 INDEPENDENCE AT BLUFFDALE**

THIS SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR INDEPENDENCE AT BLUFFDALE (the "Second Amendment") is made and entered into this \_\_\_\_ day of March, 2011 by and between BLUFFDALE CITY, a Utah municipal corporation (the "City"), and ARTEMIS INVESTMENTS, LLC, a Utah limited liability (the "Developer").

**RECITALS**

A. The City and the Developer entered into that certain Development Agreement on December 11, 2007, and that certain First Amendment to the Development Agreement March 11, 2008 (collectively, the "Development Agreement").

B. The Development Agreement is evidenced by that certain Notice of Development Agreement recorded as Entry No. 10470370, on July 2, 2008, in Book 9623, beginning on Page 8016, in the official records of the Salt Lake County recorder's office.

C. The Development Agreement contemplates development of certain property as more fully set forth therein, including the Rockwell Neighborhood (see Exhibit A) on or within the parcels described on Exhibit B. Exhibits A and B are attached hereto and incorporated herein by this reference.

D. The design guidelines for the Rockwell Neighborhood are attached to the Development Agreement as an exhibit. The City and the Developer desire to modify by this Second Amendment the design guidelines for the Rockwell Neighborhood for Phase 1 and all subsequent phases of the Rockwell Neighborhood.

E. All capitalized terms not defined herein shall have the meanings given to them in the Development Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Developer hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Second Amendment and made a part hereof.

2. Design Guidelines Text Change. The design guidelines for the Independence at Bluffdale subdivision include a list of permitted and prohibited uses for the Rockwell Neighborhood on Page 48 of such document. As a result of an unintended formatting error, the prohibited uses that were intended to cover only the Regional Retail Center may be incorrectly interpreted to apply to the entire Rockwell Neighborhood. Therefore, in order to clarify the

original intent of the Development Agreement, the parties hereby agree as follows:

The current text on Page 48 of the design guidelines which reads as follows:

**PERMITTED USES**

Regional Commercial, Townhouse (RMF-2), Apartment (RMF-1), R1-A, R1-F

The following uses are permitted in the Regional Retail Center:

**Residential** – Defined as living quarters for caretakers or security guard.

**Office** – Medical and dental Clinics and financial institutions.

**Retail Sales** – Auction sales, car wash, equipment rental, furniture repair, gas station, value retail/ membership wholesale, boat recreation sales & service, large format hardware retailing, large format furniture retailing, large format electronics retailing, automotive parts retailing, drive-through retail uses. All other uses are permitted upon approval by the IDRC.

**Institutional** – Adult day care center, child day care center.

**PROHIBITED USES**

Specialty grocery, department stores, museum, music conservatory, places of worship, manufacturing, bakery, schools and professional services.

is hereby deleted and replaced with the following:

**PERMITTED USES**

Regional Commercial, Townhouse (RMF-2), Apartment (RMF-1), R1-A, R1-F

The following uses are permitted in the Regional Retail Center:

**Residential** – Defined as living quarters for caretakers or security guard.

**Office** – Medical and dental Clinics and financial institutions.

**Retail Sales** – Auction sales, car wash, equipment rental, furniture repair, gas station, value retail/ membership wholesale, boat recreation sales & service, large format hardware retailing, large format furniture retailing, large format electronics retailing, automotive parts retailing, drive-through retail uses. All other uses are permitted upon approval by the IDRC.

**Institutional** – Adult day care center, child day care center.

**Prohibited Uses** - Specialty grocery, department stores, museum, music conservatory, places of worship, manufacturing, bakery, and professional services.

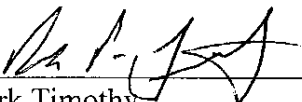
3. Superceding Effect. This Second Amendment shall not be deemed to amend, modify, rescind, revoke or alter the Development Agreement except to the extent expressly set forth herein. To the extent of any conflict between the Development Agreement and this Second Amendment, this Second Amendment shall control. As amended, the Development Agreement remains in full force and effect.

[SIGNATURES TO FOLLOW]

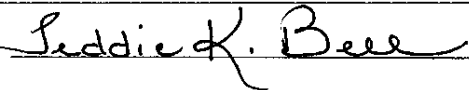
IN WITNESS WHEREOF the parties hereto have executed this Second Amendment by and through their respective, duly authorized representatives as of the day and year first herein above written.

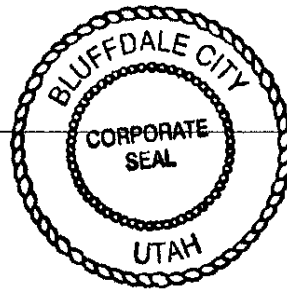
**“CITY”**

BLUFFDALE CITY

By:   
Derk Timothy  
Its: Mayor

ATTEST:





**“DEVELOPER”**

ARTEMIS INVESTMENTS, LLC

By: \_\_\_\_\_  
Mark Shea  
Its: Manager

THE FOLLOWING PARTY, AS AN OWNER OF A PORTION OF THE ROCKWELL NEIGHBORHOOD, ACCEPTS, ACKNOWLEDGES, AND AGREES TO THIS SECOND AMENDMENT

**SUMMIT ACADEMY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF UTAH )  
 ):ss  
COUNTY OF SALT LAKE )

On the 6 day of April, 2011, personally appeared before me Derk Timothy, who being duly sworn, did say that he is the Mayor of BLUFFDALE CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Derk Timothy acknowledged to me that the City executed the same.

Notary Public

Gai Herbert



My Commission Expires: 02/23/2013  
Residing at: Bluffdale

ACKNOWLEDGMENT

STATE OF UTAH )  
 ):ss  
COUNTY OF SALT LAKE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2011, personally appeared before me Mark Shea who being by me duly sworn did say that he is the Manager of Artemis Investments, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

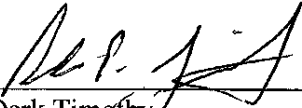
Notary Public

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Second Amendment by and through their respective, duly authorized representatives as of the day and year first herein above written.

**“CITY”**

BLUFFDALE CITY

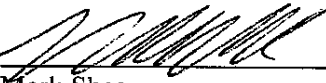
By:   
Derk Timothy  
Its: Mayor

ATTEST:

\_\_\_\_\_

**“DEVELOPER”**

ARTEMIS INVESTMENTS, LLC

By:   
Mark Shea  
Its: Manager

THE FOLLOWING PARTY, AS AN OWNER OF A PORTION OF THE ROCKWELL NEIGHBORHOOD, ACCEPTS, ACKNOWLEDGES, AND AGREES TO THIS SECOND AMENDMENT

**SUMMIT ACADEMY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF UTAH )
):ss
COUNTY OF SALT LAKE )

On the \_\_\_ day of \_\_\_, 2011, personally appeared before me Derk Timothy, who being duly sworn, did say that he is the Mayor of BLUFFDALE CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Derk Timothy acknowledged to me that the City executed the same.

Notary Public

My Commission Expires:
Residing at:

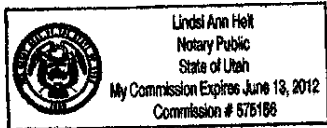
ACKNOWLEDGMENT

STATE OF UTAH )
):ss
COUNTY OF SALT LAKE )

On the 5th day of April, 2011, personally appeared before me Mark Shea who being by me duly sworn did say that he is the Manager of Artemis Investments, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public

Lindsi Helt



My Commission Expires: June 13, 2012
Residing at: Salt Lake County

IN WITNESS WHEREOF the parties hereto have executed this Second Amendment by and through their respective, duly authorized representatives as of the day and year first herein above written.

**“CITY”**

BLUFFDALE CITY

By: \_\_\_\_\_  
Derk Timothy  
Its: Mayor

ATTEST:

\_\_\_\_\_

**“DEVELOPER”**

ARTEMIS INVESTMENTS, LLC

By: \_\_\_\_\_  
Mark Shea  
Its: Manager

THE FOLLOWING PARTY, AS AN OWNER OF A PORTION OF THE ROCKWELL NEIGHBORHOOD, ACCEPTS, ACKNOWLEDGES, AND AGREES TO THIS SECOND AMENDMENT

SUMMIT ACADEMY HIGH SCHOOL

By: Holly H. Brown  
Name: Holly H. Brown  
Its: Chairman



ACKNOWLEDGMENT

STATE OF UTAH )  
 ):ss  
COUNTY OF SALT LAKE )

On the 30<sup>th</sup> day of March, 2011, personally appeared before me Holly Brown who being by me duly sworn did say that he/she is the Board Chair of Summit Academy <sup>High School</sup>, a Utah nonprofit corporation, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

Notary Public

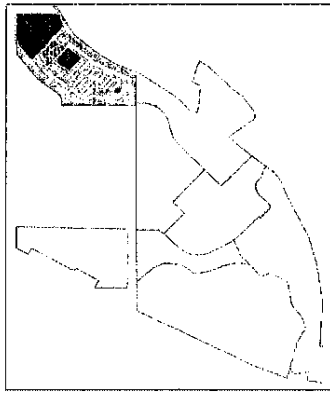
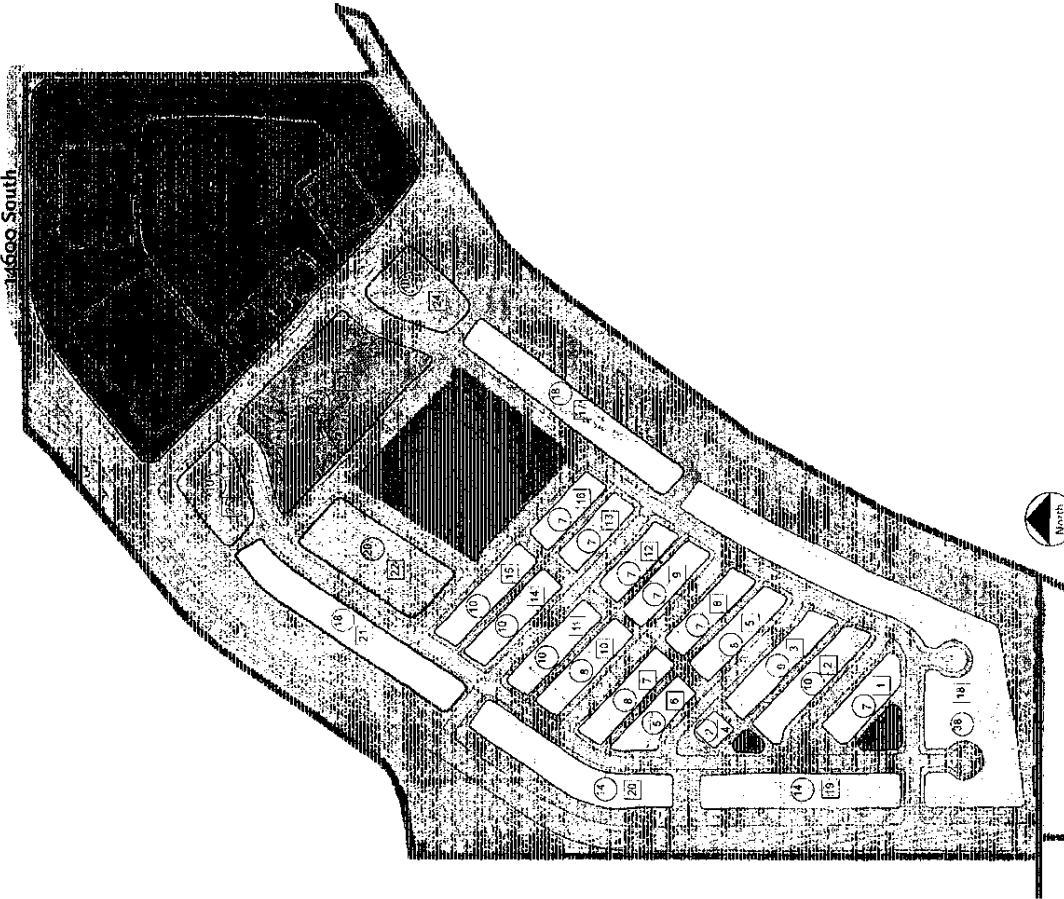
Lisa McFadden



My Commission Expires: November 9, 2014  
Residing at: Draper, Utah

**EXHIBIT A**

Rockwell Neighborhood



Key Map

Legend

- R1-F - Resd. Front
- R1-A - Resd. Alley Fed
- RMF2 - Resd. Multi Fam.
- RMFT - Resd. Multi Fam.
- VC - Village Core MU
- RC - Regional Comm.
- AOS - Active Open Space
- POS - Passive Open Space
- Block Number
- Number of Units in a block

Neighborhood Statistics

Neighborhood Area Total	73 ac
Residential	55.51 ac
Commercial (outside mu zone)	17.49 ac
Open Space	15.4 ac
Residential Units	346

PROPOSED OVERLAY ZONES  
Rockwell Neighborhood

**EXHIBIT B**

**Rockwell Parcels Legal Descriptions**

PARCEL 1, 4 Ac School Parcel:

A parcel of land lying and situate in the Southwest Quarter of the Southwest Quarter of Section 12, Township 4 South, Range 1 East, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah. Comprising the 4.00 acres, 174,243 sq. ft., 0.33 acres of that particular parcel of land described in that certain Correction Special Warranty Deed recorded as Entry 10552730, in Book 9655, at Page 4777 of the Salt Lake County Records, 0.03 acres of that particular parcel of land described in that certain Correction special Warranty Deed recorded as Entry 10552732, in Book 9655, at Page 4786 of said Records, and 3.64 acres of that particular parcel of land described in that certain Correction Special Warranty Deed recorded as Entry 10552731, in Book 9655, at Page 4781 of said Records. Basis of Bearing for subject parcel being North 00°08'07" East 2632.68 feet (measured) coincident with the west line of the Southwest Quarter of said Section 12. Subject parcel being more particularly described as follows:

Beginning at the Southwest Corner of said Section 12, thence North 00°08'07" East 787.49 feet coincident with said west quarter section line to a number 5 rebar and plastic cap stamped PLS 356548 and the TRUE POINT OF BEGINNING;  
Thence North 00°08'07" East 417.43 feet coincident with said section line to a number 5 rebar and cap stamped PLS 356548;  
Thence North 89°45'20" East 417.43 feet to a number 5 rebar and cap stamped PLS 356548;  
Thence South 00°08'07" West 417.43 feet to a number 5 rebar and plastic cap stamped PLS 356548;  
Thence South 89°45'20" West 417.43 feet to the point of beginning.

PARCEL 2, 14.43 Ac School Parcel:

A parcel of land lying and situate in the Southwest Quarter of the Southwest Quarter of Section 12, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah. Comprising 14.43 acres, 628,570 sq. ft., 8.90 acres of that particular parcel of land described in that certain Correction Special Warranty Deed recorded as Entry 10552730, in Book 9655, at Page 4777 of the Salt Lake County Records, 4.09 acres of that particular parcel of land described in that certain Correction special Warranty Deed recorded as Entry 10552731, in Book 9655, at Page 4786 of said Records of said Records, and 1.43 acres of that particular parcel of land described in that certain Corrective Special Warranty Deed recorded as Entry 10552732, in Book 9655, at Page 4786 of said Records. Basis of Bearing for subject parcel being North 00°08'07" East 2632.68 feet (measured) coincident with the west line of the Southwest Quarter of said Section 12. Subject parcel being more particularly described as follows:

Beginning at the Southwest Corner of said Section 12, thence North 00°08'07" East 787.49 feet coincident with said west quarter section line to a number 5 rebar and plastic cap stamped PLS 356548;  
Thence North 89°45'20" East 417.43 feet to a number 5 rebar and cap stamped PLS 356548;  
Thence North 00°08'07" East 417.43 feet to a number 5 rebar and cap stamped PLS 356548;  
Thence North 89°45'20" East 595.58 feet to a number 5 rebar and cap stamped PLS 356548 and a point on the arc of an 1185.00 foot radius curve to the left (center bears South 46°41'40" East);  
Thence southwesterly 285.82 feet along the arc of said curve through a central angle of

13°49'10" to a number 5 rebar and cap stamped PLS 356548 and a point of compound curvature;

Thence southwesterly 1080.30 feet along the arc of a 6156.00 foot radius curve to the left (center bears South 60°30'50" East) through a central angle of 10°03'17" to a number 5 rebar and cap stamped PLS 356548 and a point on the south line of said Section 12;

Thence North 89°39'39" West 399.96 feet coincident with said section line to the point of beginning.

### PARCEL NUMBER 3: Artemis Parcel

A parcel of land lying and situate in the Southwest Quarter of Section 12, the Northwest Quarter of the Northwest Quarter of Section 13 and the Northeast Quarter of the Northeast Quarter of Section 14, Township 4 South, Range 1 East, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah. Comprising 40.73 acres, 1,774,032 sq. ft. of the following four (4) parcels of land, 27.43 acres of Parcel 33-12-300-062 described in that certain Correction Special Warranty Deed recorded as Entry 10552732, in Book 9655, at Page 4786 of the Salt Lake County Records, 203 square feet of Parcel 33-12-300-061 described in that certain Special Warranty Deed recorded as Entry 10552733, in Book 9655, at Page 4791 of said records, 4.11 acres of Parcel 33-12-300-057 described in that certain Correction Special Warranty Deed recorded as Entry 10552731, in Book 9655, at Page 4781 of said records, and 9.19 acres of Parcel 33-12-300-058 recorded as Entry 10552730, in Book 9655, at Page 4786 of said records. Basis of Bearing for subject parcel being North 00°08'07" East 2632.68 feet (measured) coincident with the west line of the Southwest Quarter of said Section 12. Subject parcel being more particularly described as follows:

Commencing at the Southwest Corner of said Section 12, thence North 00°08'07" East 1204.92 feet coincident with said west quarter section line to a number 5 rebar and plastic cap stamped PLS 356548 and the TRUE POINT OF BEGINNING;

Thence North 00°08'07" East 405.28 feet coincident with said quarter section line to a point on the center line of the South Jordan Canal; Thence the following three (3) courses coincident with the center line of said canal 1) North 80°55'16" East 116.91 feet to a point of curvature; 2) Northeasterly 188.74 feet along the arc of a 230.87 foot radius curve to the left (center bears North 09°04'44" West) through a central angle of 46°50'21" to a point of tangency;

3) North 34°04'55" East 397.03 feet;

Thence South 56°52'06" East 63.09 feet;

Thence South 49°52'47" East 121.47 feet to a point on the arc of a 330.00 foot radius curve;

Thence easterly 294.23 feet along the arc of a 330.00 foot radius curve to the right (center bears South 52°05'05" East) through a central angle of 51°05'04" to a point of tangency;

Thence North 88°59'59" East 65.99 feet to a point of curvature; Thence northeasterly 55.23 feet along the Arc of a 398.00 foot radius curve to the left (center bears North 01°00'01" West) through a central angle of 07°57'03";

Thence South 47°24'53" East 578.89 feet;

Thence North 57°06'17" East 188.02 feet;

Thence North 52°58'41" East 76.48 feet;

Thence North 71°11'56" East 157.56 feet;

Thence South 27°15'28" East 75.55 feet;

Thence North 42°48'13" East 230.94 feet;

Thence South 00°04'08" West 274.12 feet to the westerly right of way line of the Draper Irrigation Canal as located on the ground by McNeil Engineering and depicted on that certain Record of Survey filed with the Salt Lake County Surveyor as file number S1997-08-0594; Thence the following seven (7) courses coincident with said canal right of way,  
1) South 58°27'59" West (S58°27'54"W per said ROS) 477.16 feet to a point of curvature;  
2) Southerly 197.72 feet along the arc of a 533.00 foot radius curve to the left (center bears South 31°32'01" East) through a central angle of 21°15'15" to a point of tangency;  
3) South 37°12'44" West (S37°12'39"W per said ROS) 661.29 feet;  
4) South 29°29'26" West (S29°29'21"W per said ROS) 448.17 feet;  
5) South 20°59'08" West (S20°59'03"W per said ROS) 432.80 feet;  
6) South 27°35'54" West (S27°35'49"W per said ROS) 108.23 feet;  
7) South 34°57'14" West (S34°57'09"W per said ROS) 639.45 feet;  
Thence North 52°08'00" West 307.76 feet;  
Thence North 62°10'55" West 88.46 feet to a point on the arc of a 550.40 foot radius curve;  
Thence northerly 267.78 feet along the arc of said 550.40 foot radius curve to the left (center bears North 62°31'09" West) through a central angle of 27°52'31" to a point of tangency;  
Thence North 00°07'52" East 122.60 feet to the northwest corner of Section 13, Township 4 South, Range 1 West, Salt Lake Base and Meridian;  
Thence South 89°39'39" East 399.96 feet coincident with the north line of said Section 13 to a point on the arc of a 6156.00 foot radius curve and a number 5 rebar and plastic cap stamped PLS 356548;  
Thence northeasterly 1080.30 feet along the arc of said 6156.00 foot radius curve to the right (center bears South 70°34'07" East) through a central angle of 10°03'17" to a point of compound curvature and a number 5 rebar and plastic cap stamped PLS 356548;  
Thence northeasterly 285.82 feet along the arc of a 1185.00 foot radius curve to the right (center bears South 60°30'50" East) through a central angle of 13°49'10" to a number 5 rebar and plastic cap stamped PLS 356548;  
Thence South 89°45'20" West 1013.01 feet to the point of beginning.

#### PARCEL NUMBER 4: Joint Parcel

A parcel of land lying and situate in the north half of the Southwest Quarter of Section 12, Township 4 South, Range 1 East, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah. Comprising 20.00 acres, 871,169 sq. ft. of the following four (4) parcels of land, 1.39 acres of Parcel 33-12-300-059 described in that certain Special Warranty Deed recorded as Entry 10586746, in Book 9668, at Page 4506 of the Salt Lake County Records, 3.25 acres of Parcel 33-12-300-060 described in that certain Special Warranty Deed recorded as Entry 10586754, in Book 9668, at Page 4555 of said records, 13.30 acres of Parcel 33-12-300-061 described in that certain Special Warranty Deed recorded as Entry 10552733, in Book 9655, at Page 4791, and 2.07 acres of Parcel 33-12-300-062 described in that certain Corrective Special Warranty Deed recorded as Entry 10552732, in Book 9655, at Page 4786 of said records. Basis of Bearing for subject parcel being North 00°08'07" East 2632.68 feet (measured) coincident with the west line of the Southwest Quarter of said Section 12. Subject parcel being more particularly described as follows:

Commencing at the Southwest Corner of said Section 12, thence North 00°08'07" East 2057.23 feet coincident with said west quarter section line; thence South 89°51'53" East 491.67 feet to a

point on the center line of the South Jordan Canal and the TRUE POINT OF BEGINNING;  
Thence the following three (3) courses coincident with the center line of said canal  
1) northerly 198.50 feet along the arc of a 662.88 foot radius curve to the right (center bears South 55°55'05" East) through a central angle of 17°09'27" to a point of tangency;  
2) North 51°14'22" East 470.29 feet to a point of curvature;  
3) northerly 147.55 feet along the arc of an 806.39 foot radius curve to the left (center bears North 38°45'38" West) through a central angle of 10°29'02" to a point on the south right of way line of 14600 South Street;  
Thence South 89°55'42" East 901.10 feet coincident with said right of way line;  
Thence South 00°04'08" West 611.25 feet;  
Thence South 42°48'13" West 230.94 feet;  
Thence North 27°15'28" West 75.55 feet;  
Thence South 71°11'56" West 157.56 feet;  
Thence South 52°58'41" West 76.48 feet;  
Thence South 57°06'17" West 188.02 feet;  
Thence North 47°24'53" West 578.89 feet to a point on the arc of a 398.00 foot radius curve;  
Thence westerly 55.23 feet along the arc of said 398.00 foot radius curve to the right (center bears North 08°57'04" West) through a central angle of 07°57'03" to a point of tangency;  
Thence South 88°59'59" West 65.99 feet to a point of curvature;  
Thence southwesterly 294.23 feet along the arc of a 330.00 foot radius curve to the left (center bears South 01°00'01" East) through a central angle of 51°05'04";  
Thence North 49°52'47" West 121.42 feet;  
Thence North 56°52'06" West 63.13 feet to the point of beginning.