

Recording Requested By and
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Morgan County
Attn: Morgan County Attorney
48 West Young Street
Morgan, Utah 84050

Ent 124507 Bk 294 Pg 1138
Date: 21-NOV-2011 3:58:39PM
Fee: None
Filed By: LRH
BRENDA NELSON, Recorder
MORGAN COUNTY
For: MORGAN COUNTY

For Recording Purposes Do
Not Write Above This Line

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
FOR
ROLLINS RANCH
MORGAN COUNTY, UTAH**

This First Amendment to Development Agreement for Rollins Ranch (this "**Amendment**") is made effective as of the 15th day of November, 2011, by and among Morgan County, a political subdivision of the State of Utah (the "**County**") and Rollins Ranch, LLC, a Utah limited liability company ("**Developer**").

RECITALS

A. The County and Developer entered into that certain Development Agreement for Rollins Ranch (the "**Development Agreement**") dated as of November 20, 2006. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Development Agreement.

B. The Development Agreement pertains to certain real property located within the County and more particularly described on Exhibit "A" attached hereto (the "**Property**").

C. The County and Developer have determined to amend the Development Agreement as more specifically set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

1. **Section 2.4.2.** Section 2.4.2 of the Development Agreement is hereby amended and restated in its entirety as follows:

2.4.2 Trails. The Developer may, but shall not be obligated to, construct both paved and unpaved trails within a given Neighborhood. Those portions of the open space that are developed by Developer as trails shall be constructed at the sole cost and expense of Developer in connection with the development of the Neighborhood in which such trails are located. Upon construction of such trails and conveyance of the applicable open space area to the HOA, the HOA shall be responsible for repair and maintenance of the same, and the County shall have no obligation to repair or maintain such trails. The trails maintained by the HOA shall be limited to the use and enjoyment of the members of the HOA and their guests. So long as the Developer and the HOA, as applicable, are afforded the same or greater limitations on liability as set forth in the Utah Code § 57-14-101, et seq., the trails maintained by the HOA shall be open to the general public. To the extent that the County implements or adopts plans for a County trail system that should logically traverse through previously un-platted portions of the Property, Developer shall cooperate with the County in identifying a reasonable location for a public trail or trails to cross the property and shall grant to the County, without charge, an easement for construction, repair, maintenance and/or replacement of the same in connection with the platting of such portion of the Property. Responsibility for the ongoing maintenance, repair and/or replacement of public trails located on the Property that are incorporated into a County trail system shall be determined at the time of dedication subject to the requirements of applicable law.

2. **Prior Plats.** The modification of Section 2.4.2 of the Development Agreement pursuant to Section 1 of this Amendment shall apply notwithstanding the existence of any prior agreement pertaining to trails or the identification of any trails on the subdivision plats, plans or specifications for Phases 1-3 of the Rollins Ranch Subdivision. To this end, Exhibit "I" of the Development Agreement is no longer applicable and is deleted in its entirety. To the extent necessary to carry out the intent of this Amendment, the County agrees that it shall vacate upon the request of the Developer or the HOA any easement for trails previously granted pursuant to the requirements of Section 2.4.2, if applicable.

3. **Miscellaneous.** This Amendment contains the entire understanding of the Parties hereto and supersedes all prior oral or written understandings relating to the subject matter set forth herein. This Amendment may be executed in counterparts each of which shall be deemed an original. This Amendment shall be binding upon and shall inure to the benefit of each Party and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. In all respects, other than as specifically set forth in this Amendment, the Development Agreement shall remain unaffected by this Amendment and shall continue in full force and effect, subject to the terms and conditions thereof, and in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Development Agreement, the provisions of this Amendment shall in all respects govern and control.

[Signatures appear on the next two pages.]

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the date first set forth above.

COUNTY:

MORGAN COUNTY, a political subdivision of the State of Utah

By: Tina D Kelly
Title: Morgan County Council Chair

ATTEST:

Stacy Lofgren
_____, County Recorder Clerk^{sr}

COUNTY ACKNOWLEDGEMENT

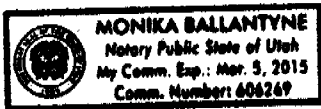
STATE OF UTAH)
): ss.
County of Morgan)

On this 21st day of November, 2011, before the undersigned notary public in and for the said state, personally appeared Tina Kelly, known or identified to me to be the County Council Chair of Morgan County and the person who executed the foregoing instrument on behalf of said County and acknowledged to me that said County executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Monika Ballantyne

Notary Public for Utah
Residing at: Morgan UT
My Commission Expires: 3/5/2015



DEVELOPER:

ROLLINS RANCH, LLC, a Utah limited liability company

By: *Rulon C. Gardner*
Name: Rulon C. Gardner
Title: Manager

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 15 day of November, 2011, before the undersigned notary public in and for the said state, personally appeared Rulon C. Gardner, known or identified to me to be the Manager of Rollins Ranch, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Constance Miller
Notary Public for Utah
Residing at: Salt Lake City
My Commission Expires: 10-13-2015

**EXHIBIT A
TO
AMENDMENT OF DEVELOPMENT AGREEMENT**

Legal Description of Property

BEGINNING ON THE CENTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'51" EAST ALONG SECTION LINE 2655.42 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 00°00'20" WEST ALONG SECTION LINE 2137.95 FEET; THENCE SOUTH 38°48'52" WEST 615.12 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 89°19'26" WEST ALONG SAID QUARTER SECTION LINE 959.22 FEET; THENCE WESTERLY THE FOLLOWING 8 CALLS: SOUTH 00°12'44" WEST 1282.86 FEET, SOUTH 71°17'14" WEST 116.13, SOUTH 86°24'00" WEST 78.63 FEET, SOUTH 82°05'18" WEST 83.84 FEET, SOUTH 87°44'45" WEST 177.96 FEET, NORTH 89°49'53" WEST 784.68 FEET, SOUTH 29°32'41" WEST 385.48 FEET, NORTH 88°46'29" WEST 423.53 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°04'22" A DISTANCE OF 75.04 FEET (CHORD BEARS SOUTH 47°15'51" WEST 74.00 FEET); THENCE SOUTH 30°43'41" WEST 125.28 FEET TO A POINT OF CURVATURE; THENCE SOUTH WESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°23'49" A DISTANCE OF 38.13 (CHORD BEARS SOUTH 74°25'35" WEST 34.54 FEET) TO THE NORTH LINE OF THE OLD HIGHWAY (167) AND POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF A 1336.81 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°40'16" A DISTANCE OF 435.63 FEET (CHORD BEARS NORTH 71°38'24" WEST 433.71 FEET); THENCE NORTHERLY THE FOLLOWING 7 CALLS: NORTH 18°25'57" EAST 196.43 FEET, NORTH 05°38'00" WEST 185.45 FEET, NORTH 04°24'38" WEST 322.76 FEET, NORTH 89°17'00" WEST 156.32 FEET, NORTH 22°12'22" WEST 192.73 FEET, NORTH 206.22 FEET, NORTH 05°13'12" WEST 187.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 165.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84°52'08" A DISTANCE OF 244.40 FEET (CHORD BEARS NORTH 47°39'16" WEST 222.67 FEET); THENCE NORTHERLY THE FOLLOWING 6 CALLS NORTH 08°37'59" EAST 60.42 FEET, NORTH 58°00'44" EAST 96.95 FEET, NORTH 17°29'53" WEST 296.56 FEET, NORTH 69°02'33" EAST 242.49 FEET, NORTH 42°59'58" EAST 115.06 FEET, NORTH 72°52'30" EAST 19.72 FEET; THENCE SOUTH 08°05'37" WEST 68.74 FEET; SOUTH 65°51'32" EAST 574.89 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 89°55'18" EAST 642.04 FEET ALONG SAID QUARTER SECTION LINE 642.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 00°18'01" EAST ALONG SECTION LINE 2644.11 FEET TO THE POINT OF BEGINNING.

CONTAINS – 10,860,592 SQ. FT. 249.32 ACRES

4818-3708-2124, v. 2