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Date: 27-FEB-2013 3:43:46PM
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BRENDA NELSON, Recorder
MORGAN COUNTY
For: RC GARDNER DEVELOPMENT

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

For Recording Purposes Do
Not Write Above This Line

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
FOR
ROLLINS RANCH**

This Second Amendment to Development Agreement (this "**Amendment**") is made effective as of the **19th** day of February, 2013, by and between Morgan County, a political subdivision of the State of Utah, by and through its County Council (the "**County**"), and Rollins Ranch, L.L.C., a Utah limited liability company ("**Developer**").

RECITALS

A. The County and Developer, entered into that certain Development Agreement for Rollins Ranch, dated November 20, 2006 and recorded in the office of the Morgan County Recorder on January 5, 2007, as Entry No. 105900 in Book 241 at Page 2 (as amended prior to the date hereof, the "**Development Agreement**"). 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**"), which Property is located in the County's R1-20 and RR-1 zoning districts.

C. The Property is being developed pursuant to the County's PRUD Ordinance (now repealed) as more fully set forth in the Development Agreement, but the Development Agreement does not specifically address maximum coverage for the lots created pursuant to the Development Agreement and the Plats submitted and approved pursuant to the terms thereof.

D. In the absence of specific provisions addressing coverage in the Development Agreement, the County has indicated that the applicable coverage limitations, for those portions of the Property that are in the underlying R1-20 and RR-1 zoning districts, as the case may be, are the twenty-five percent (25%) limitation generally applicable in the R1-20 zoning district and the twenty percent (20%) limitation generally applicable in the RR-1 zoning district.

E. Given the purposes of the PRUD Ordinance and the provisions of the Development Agreement, Declaration and other applicable documents regarding set-backs, minimum home sizes, etc., the County has determined that the omission of a specified coverage requirement for the smaller lot sizes approved pursuant to the Development Agreement and approved Plats was an oversight, and that coverage requirements should be established for approved lots located within the boundaries of the Property.

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. Coverage Limitation. Except as allowed for utility uses and governmentally operated essential service facilities in section 8-6-18 of the Morgan County Land Use Management Code, the maximum lot coverage for lots located in Phases 1, 2 and 3 of the Rollins Ranch PRUD located on the Property is twenty-five percent (25%). "Lot coverage" for purposes of the Development Agreement shall mean the total lot area covered by foundation areas of all structures, including the living area, porches, garages and accessory building area. With respect to any additional phases, if coverage requirements differ from those applicable to the underlying zoning district, then such alternative approved lot coverage requirements for such additional phases of the Rollins Ranch PRUD shall be set forth on the applicable plat of subdivision for such phases.

2. Confirmation of Set-Backs. The County and Developer further confirm that the minimum set-backs for lots located on the Property are twenty (20) feet from the front Lot line; ten (10) feet from each side Lot lines; and twenty (20) feet from the rear Lot line. Corner lots shall have two (2) front yards and two (2) side yards.

3. Revised Concept Plans. Exhibits "B, C, D, F, G, H, J & L" to the Development Agreement are hereby superseded and replaced in their entirety by Exhibits "B-1, C-1, D-1, F-1, G-1, H-1, I-1, J-1 & L-1" attached hereto. Any and all references to the "Concept Plan" in the Development Agreement shall in all instances refer to each of these amended Exhibits as attached hereto.

4. Phasing of the Rollins Ranch. Paragraph 4.2 to the Development Agreement is hereby superseded and replaced in its entirety Paragraph 4.2-A below:

4.2-A Phasing of Rollins Ranch Rollins Ranch may be developed in seven (7) or more phases, as determined by Developer, each such phase in accordance with a plat approved pursuant to Section 1.2 of the Development Agreement. The County hereby agrees that Developer was permitted to develop the first three (3) phases simultaneously, which consisted of 117 lots. Phasing of the Rollins Ranch shall take into account orderly development of the Rollins Ranch, coordination in connection with the installation of infrastructure improvements, future utility capacity needs, availability of access, adequacy of utilities and related considerations, and provision of open space as provided herein. The fourth phase of the development, as shown on the Concept Plan, shall consist of not more than thirty (30) lots. The fifth phase of the development,

as shown on the Concept Plan, shall consist of not more than ten (10) lots. The sixth phase of the development, as shown on the Concept Plan, shall consist of not more than ten (10) lots. The seventh phase of the development, as shown on the Concept Plan, shall consist of not more than one-hundred and one (101) lots. Nothing herein shall require Developer to delay commencement of any phase. Nothing herein shall require the Developer to develop the Property in more than seven (7) phases. Developer shall not be required to develop the designated phases in any particular order so long as the development of the Rollins Ranch is in accordance with the provision of the third sentence of this section 4.2-A.

5. Miscellaneous. 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. This Amendment may be executed in counterparts each of which shall be deemed an original. 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

DEVELOPER:

ROLLINS RANCH L.L.C.,
a Utah Limited Liability Company

By: Tina D. Kelley
TINA D. KELLEY, MORGAN COUNTY CHAIR
~~TINA D. KELLEY, COUNTY CLERK~~

By: Rulon C. Gardner
Rulon C. Gardner, Manager

ATTEST:

Stacy Lafitte
Stacy Lafitte, County Clerk

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Morgan)

On this 26th day of February, 2013, before the undersigned notary public in and for the said state, personally appeared ~~Tina D. Kelley~~ TINA D. KELLEY known or identified to me to be the Chair of the Morgan County Council 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.

Ronda Kippen
Notary Public for Utah
Residing at: Morgan, Ut
My Commission Expires: 12-30-15



DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 15 day of February, 2013, before the undersigned notary public in and for the said state, personally appeared Rulon C. Gardner, known or identified to me to be a Manager of Rollins Ranch, L.L.C., 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

[See Attached.]

BOUNDARY DESCRIPTION

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 SOUTHWESTERLY 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 16°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°58'58" EAST 115.06 FEET, NORTH 72°52'30" EAST 19.72 FEET; THENCE SOUTH 08°05'37" WEST 68.74 FEET; SOUTH 85°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

Exhibits "B-1, C-1, D-1, F-1, G-1, H-1, I-1, J-1 & L-1"
TO
AMENDMENT OF DEVELOPMENT AGREEMENT

(Revised Concept Plan)

[See Attached.]

EXHIBIT B-1

Site Plan

R1-20 1/2 Acre Basis (Phase 1, 2, 3 & 4)

	Acres	50.3%
Lots	45.32	19.7%
Roadway	17.86	30.0%
Open Space	27.2	90.58
Total Area		
Useable Open Space	16	
Number of Lots	147	
Average Lot Size	13,772	square feet

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

	Acres	47.2%
Lots	74.85	5.5%
Roadway	8.681	47.4%
Open Space	75.15	
Total Area	158.68	
Useable Open Space	45	
Number of Lots	121	
Average Lot Size	46,162	square feet

RR1 & R1-20 Combined

	Acres	48.3%
Lots	120.37	10.6%
Roadway	26.541	41.1%
Open Space	102.35	
Total Area	249.261	
Useable Open Space	61	
Number of Lots	268	
Average Lot Size	29,967	square feet

LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

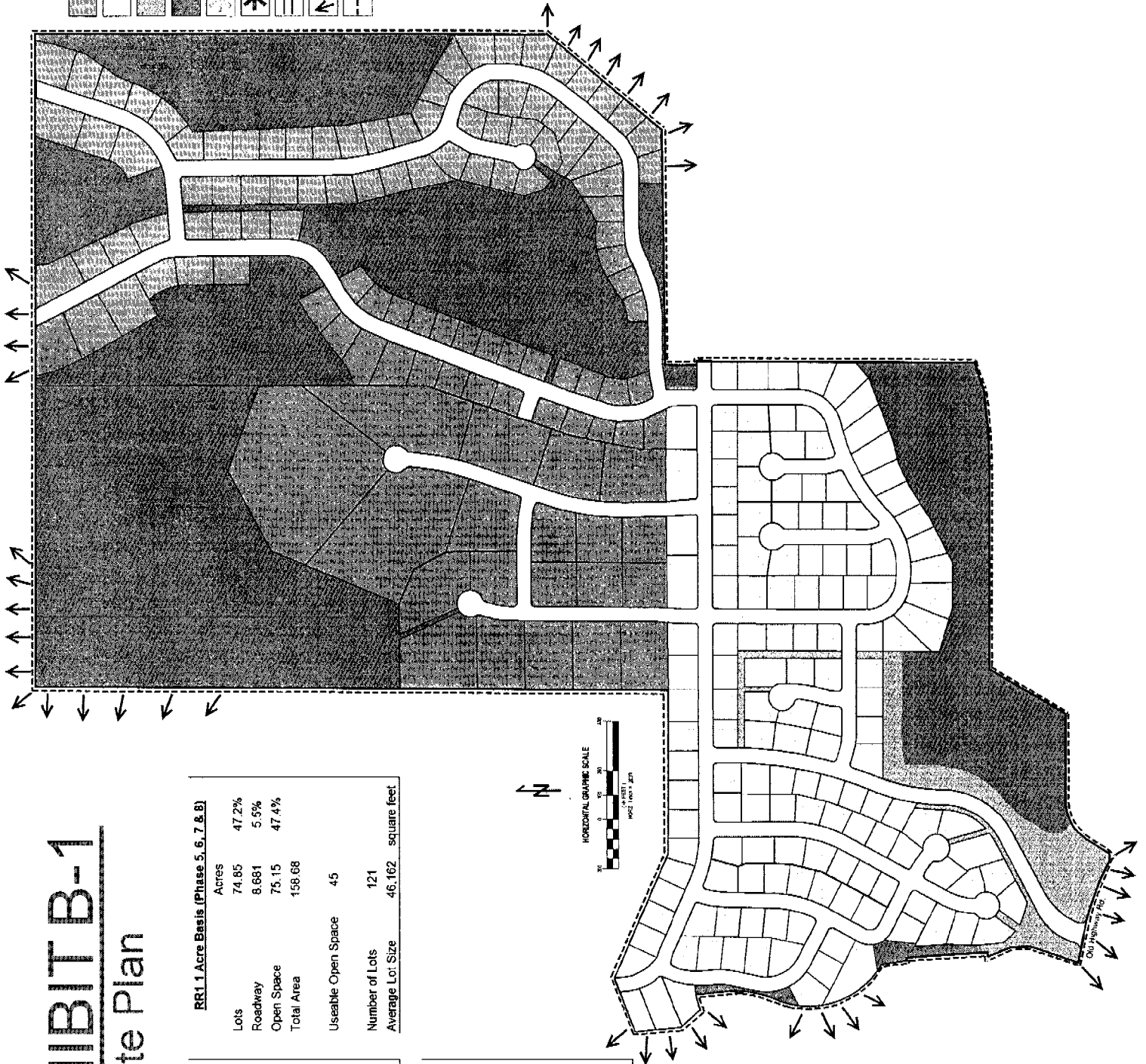


EXHIBIT C-1

Amended Concept Plan

Preserves Native Vegetation and habitat.

Plan avoids development in aesthetically sensitive areas, preserves rural and mountain visual environment.

Connections to future development.

Public right of way connections to Mountain Green trail system.

Preserved open space, protected ridgelines and sight lines, contiguous open space.

Connections to future development

Neighborhood Park provides location for recreational activities.

Enhanced landscaping for entry to subdivision

LEGEND

	RR-1
	R1-20
	Open Space
	Native Open Space
	Neighborhood Park
	View Park
	Roads
	View Shed
	Project Limits

February 11, 2013

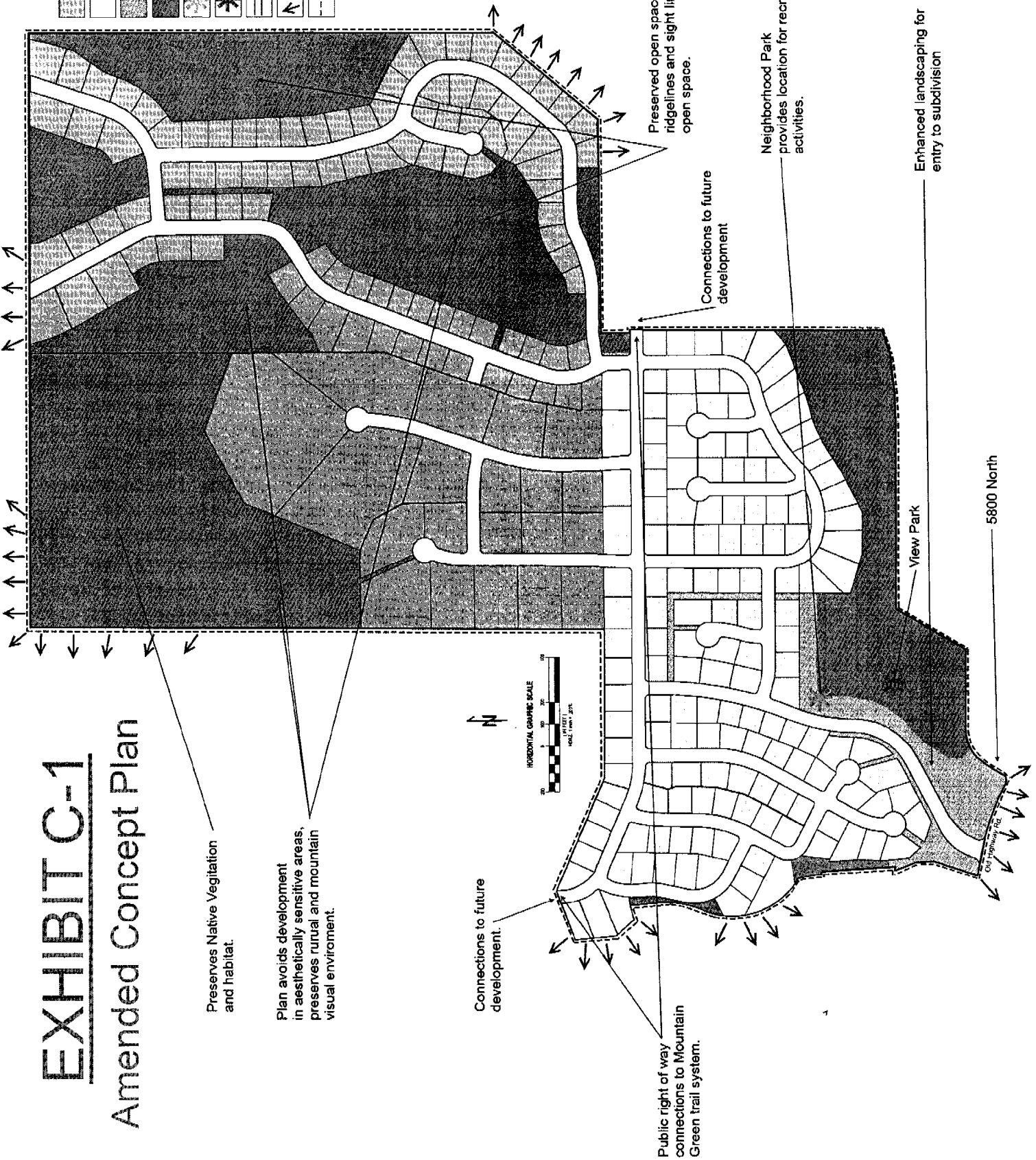
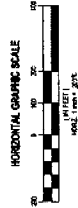


EXHIBIT D-1

Approved Use

RR1-20 1/2 Acre Basis (Phase 1, 2, 3 & 4)

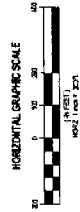
	Acres		%	
Lots	45.52	50.3%	17.86	19.7%
Roadway	17.86	19.7%	27.2	30.0%
Open Space	27.2	30.0%	90.58	
Total Area	90.58			
Useable Open Space	16			
Number of Lots	147			
Average Lot Size	13,772	square feet		

RR1 & RR1-20 Combined

	Acres		%	
Lots	120.37	48.3%	26.541	10.6%
Roadway	26.541	10.6%	102.35	41.1%
Open Space	102.35	41.1%	249.261	
Total Area	249.261			
Useable Open Space	61			
Number of Lots	268			
Average Lot Size	29,967	square feet		

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

	Acres		%	
Lots	74.85	47.2%	8.661	5.5%
Roadway	8.661	5.5%	75.15	47.4%
Open Space	75.15	47.4%	158.68	
Total Area	158.68			
Useable Open Space	45			
Number of Lots	121			
Average Lot Size	46,162	square feet		



LEGEND

- RR-1
- RR1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

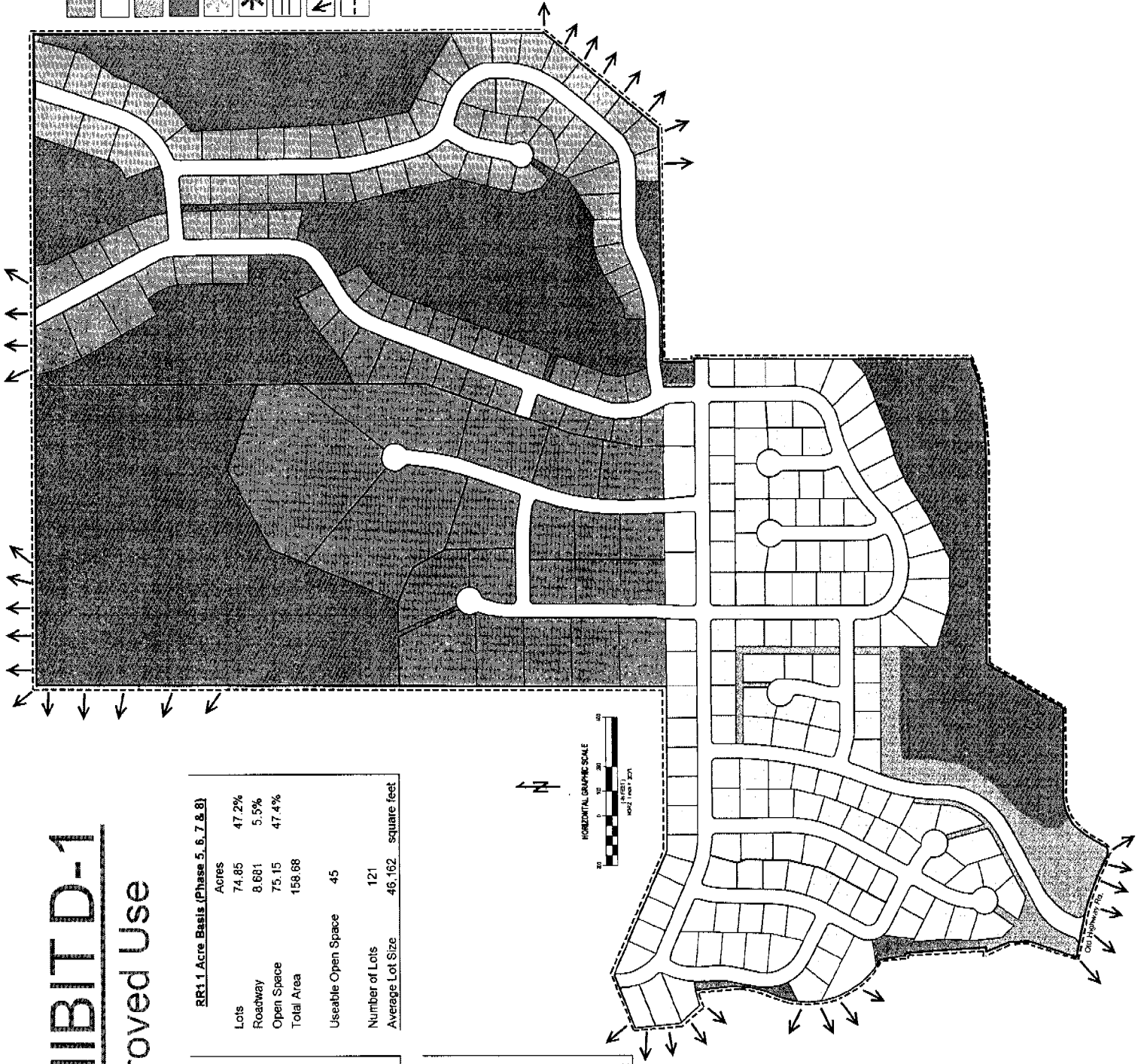


EXHIBIT F-1

Neighborhood Description

The Hollows Neighborhood

Hidden Valley Neighborhood

LEGEND

	RR-1
	R1-20
	Open Space
	Native Open Space
	Neighborhood Park
	View Park
	Roads
	View Shed
	Project Limits

February 11, 2013

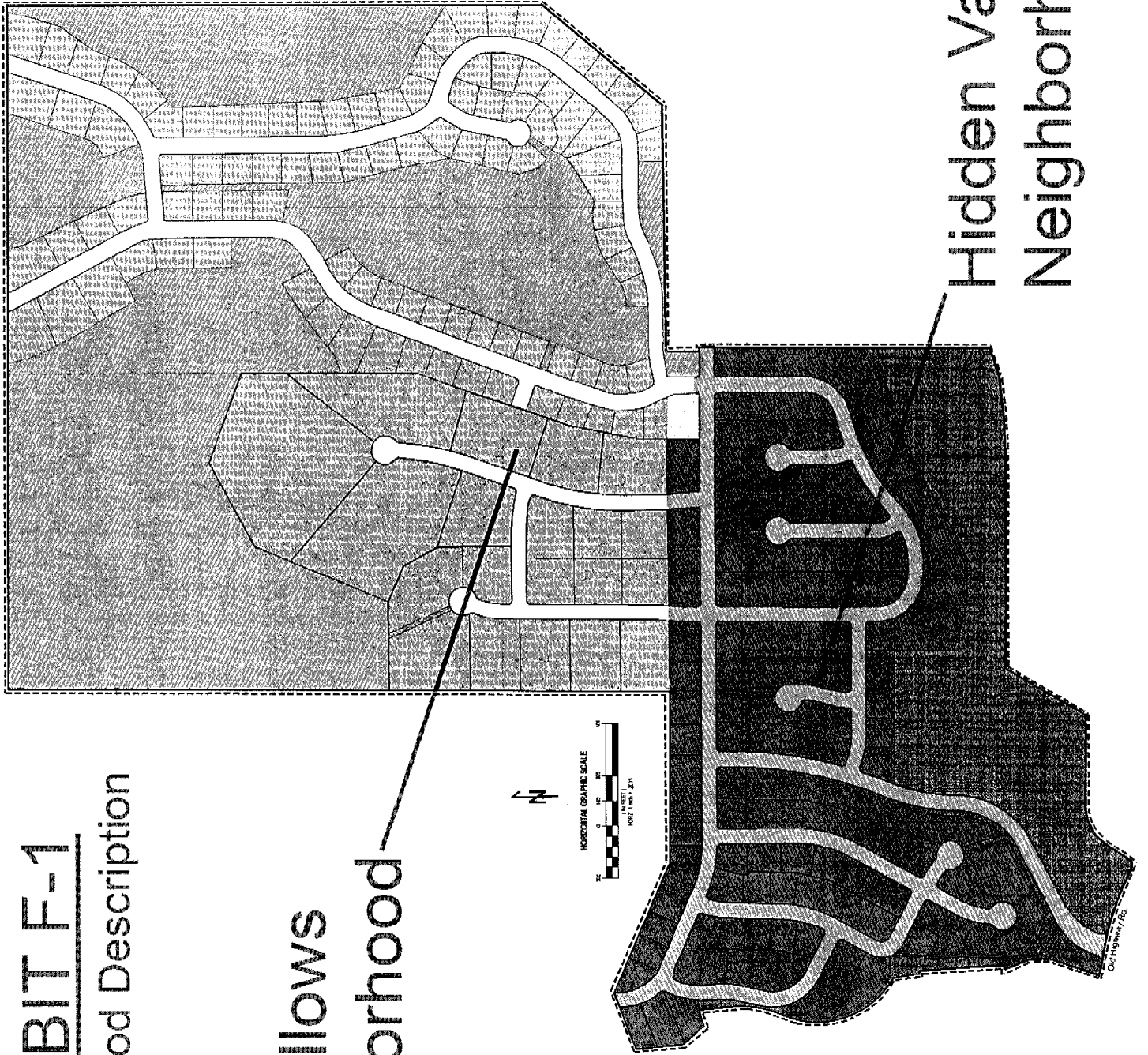


EXHIBIT G-1

Open Space

Open Space

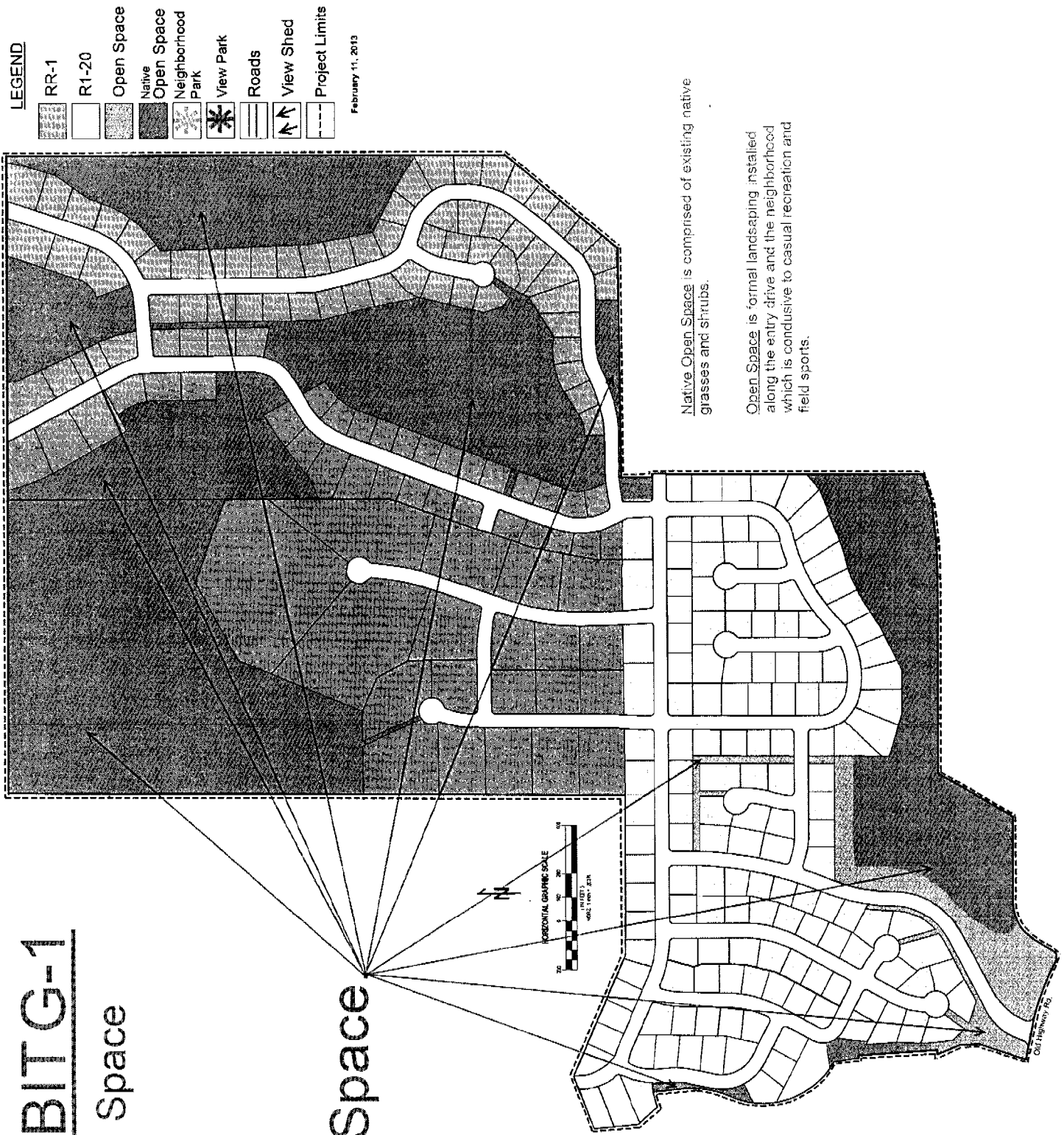


EXHIBIT H-1

Parks

Neighborhood Park

View Parks

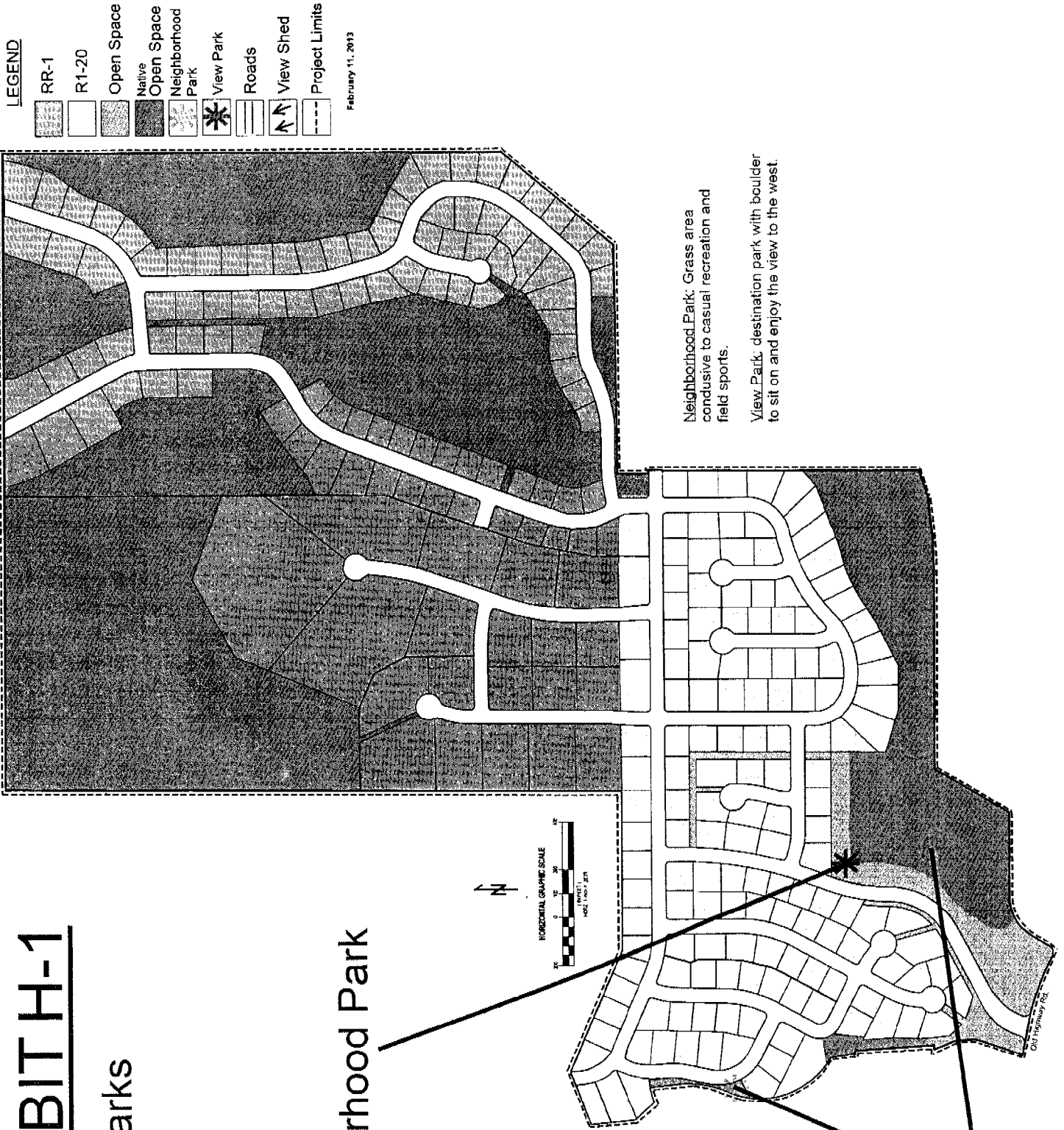


EXHIBIT I-1

Trails

Nature Trail:
 Path clearing along
 historically used trail.
 A right of way in favor
 of the public will be included
 with plat subdivision.

LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

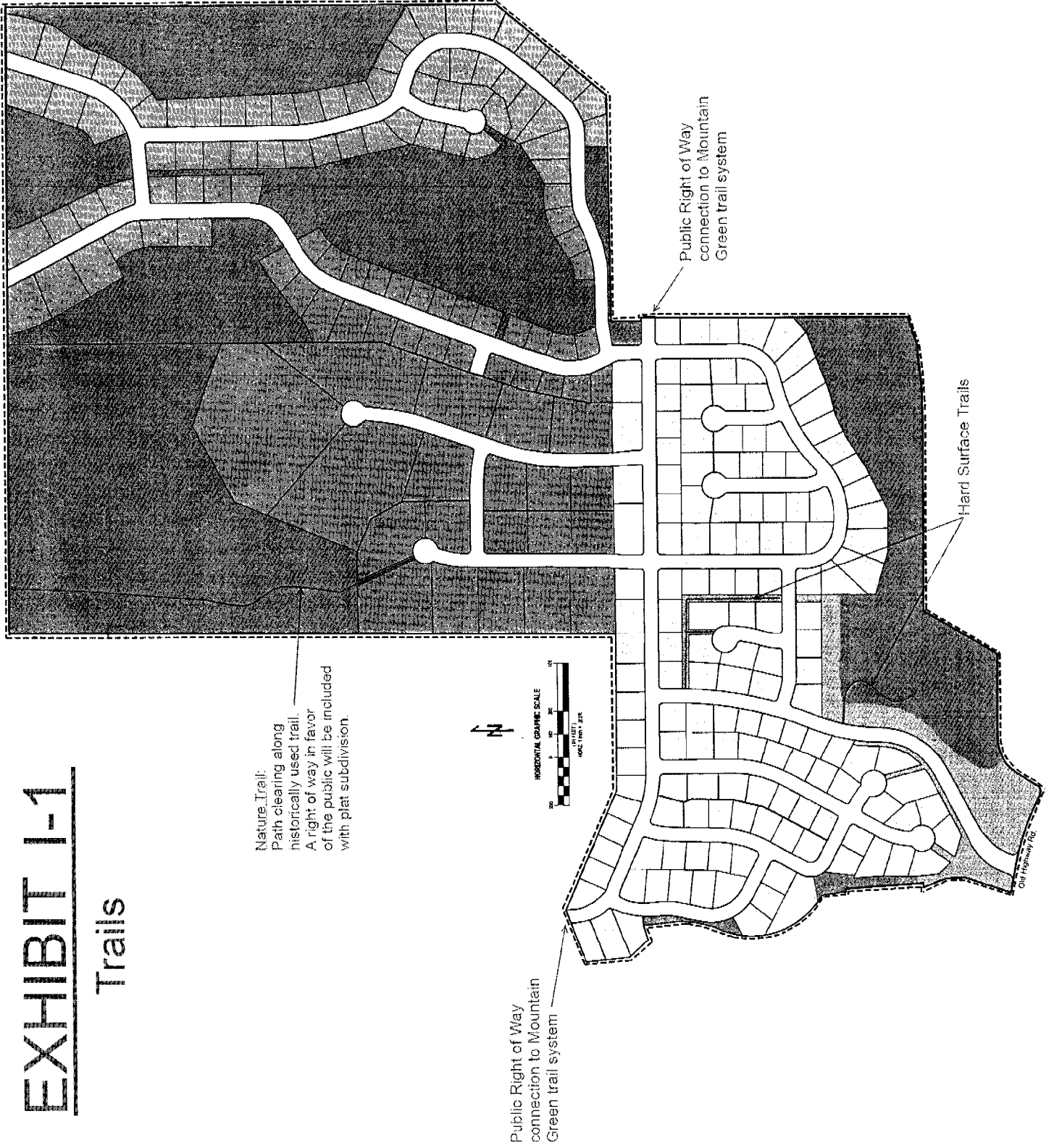
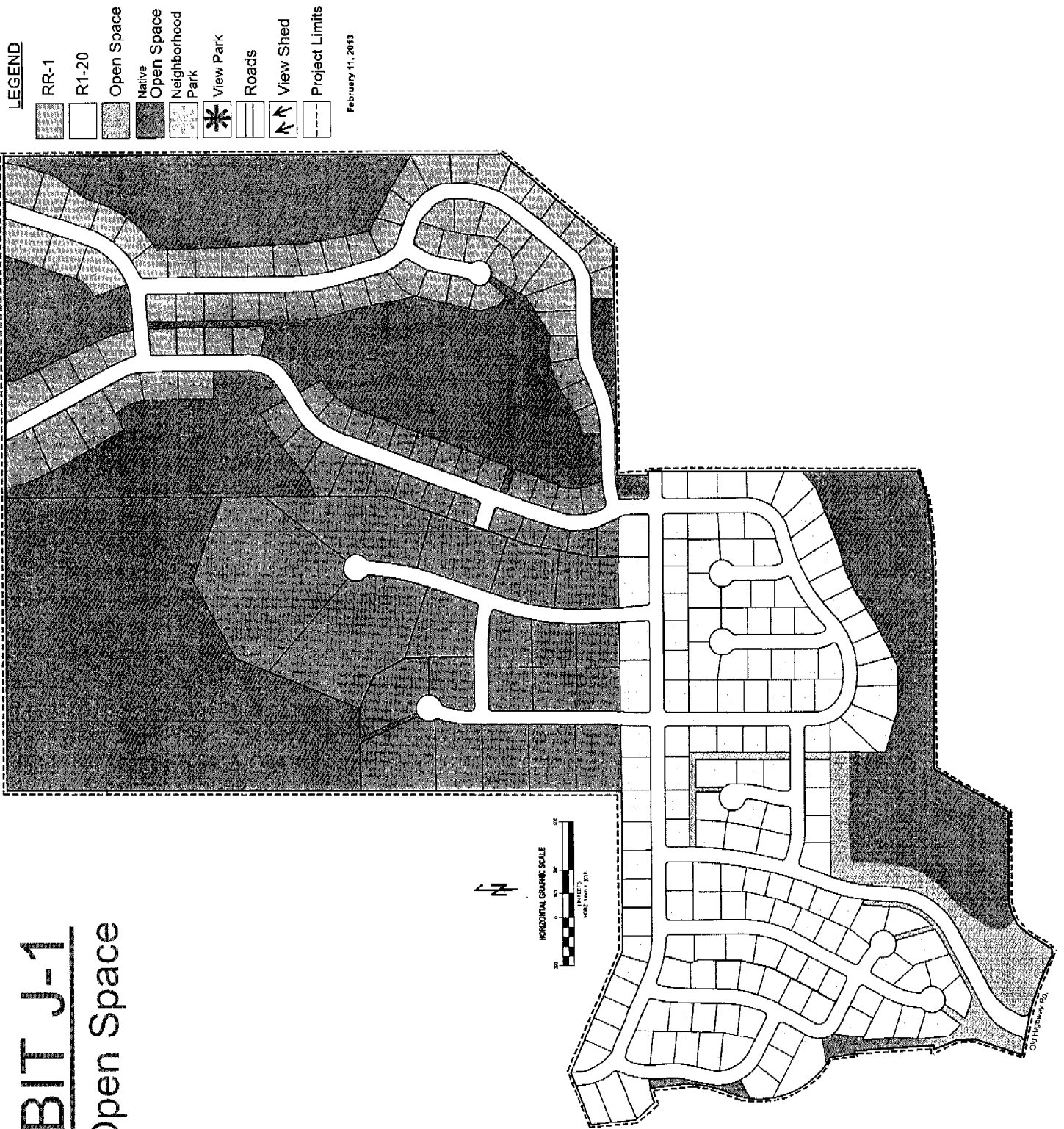


EXHIBIT J-1

Native Open Space



- LEGEND**
- RR-1
 - R1-20
 - Open Space
 - Native Open Space
 - Neighborhood Park
 - View Park
 - Roads
 - View Sheds
 - Project Limits

February 11, 2013

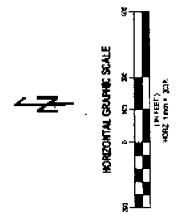
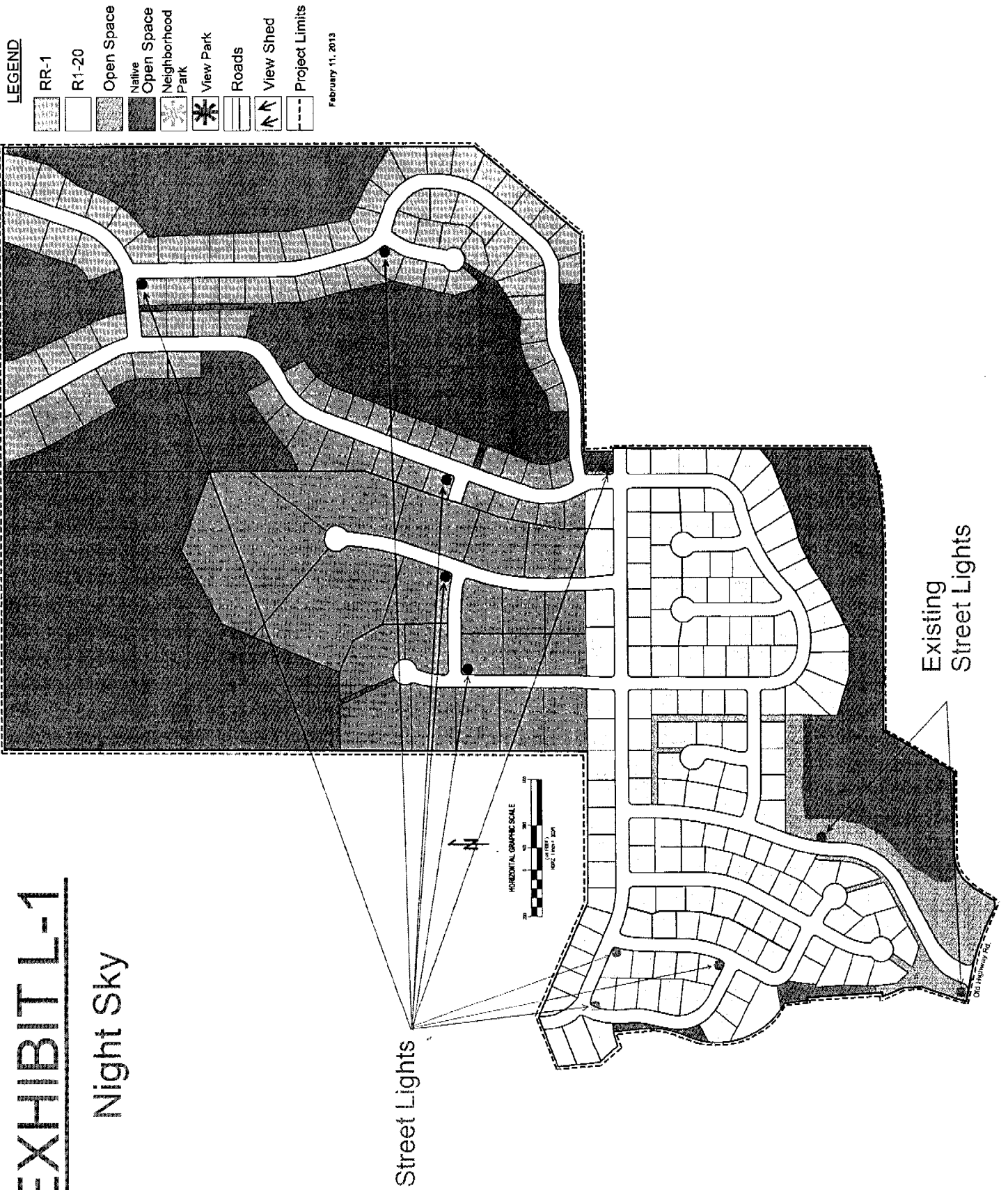


EXHIBIT L-1

Night Sky



DEVELOPMENT AGREEMENT

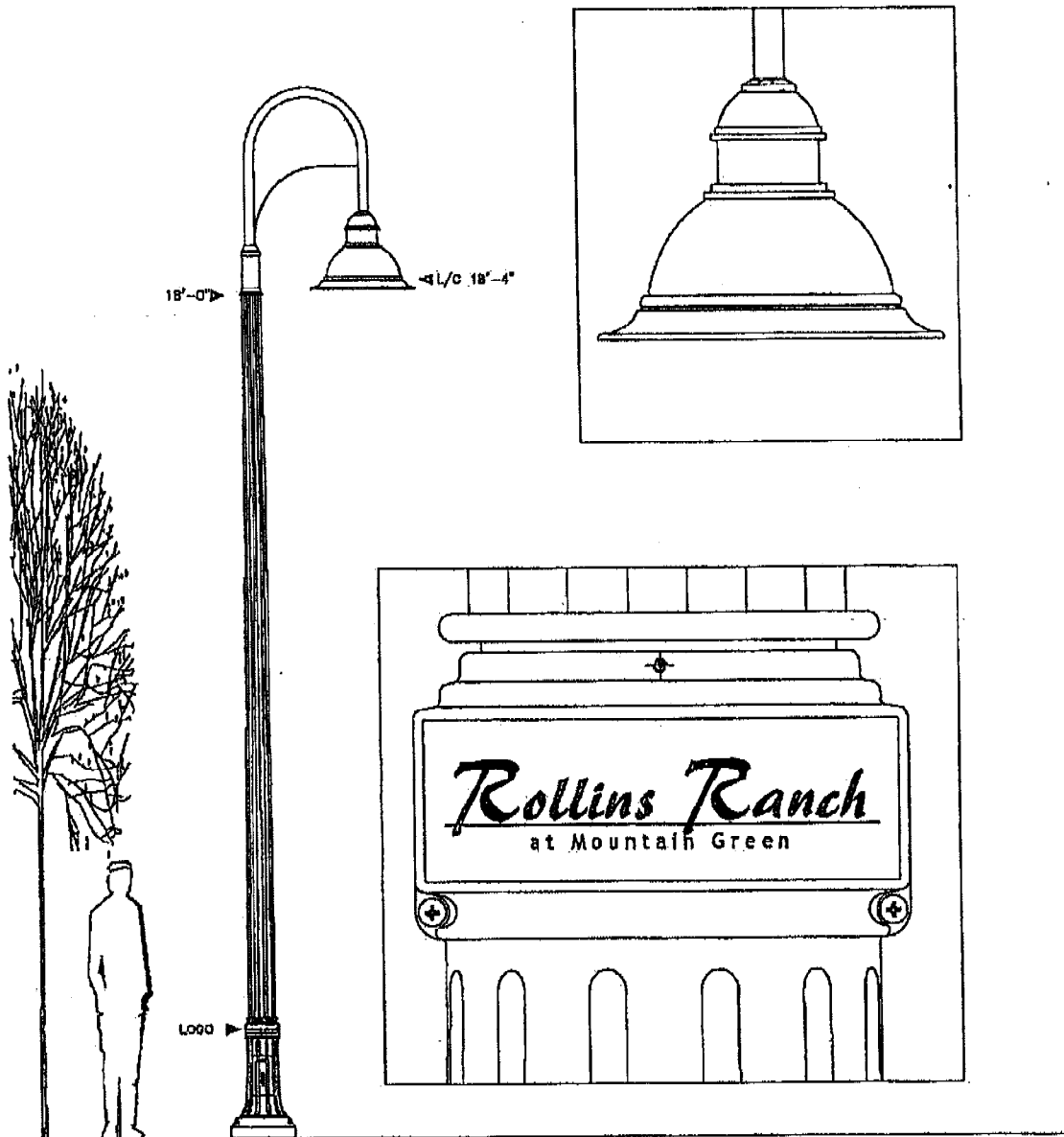
EXHIBIT L-1 (Page 2)

(Night Sky)



840, 3rd Ave. Belyk
Balastrón (C), Canada, J7G 2A7
Tel: (438) 450-7040
Fax: (438) 450-1488

PRESENTATION



DMS50

1:35

LMS462040-47638A



11-04-05

GM