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E 1/2 27

WHEN RECORDED, PLEASE RETURN TO:

FARMINGTON CITY
Attn: City Manager
130 North Main
P.O. Box 160
Farmington, Utah 84025

E 1893288 B 3341 P 1666
RICHARD T. MORGAN, DAVIS CNTY RECORDER
2003 JUL 29 1:57 PM FEE \$4.00 DEP REC
REC'D FOR WESTERN STATES TITLE COMPANY

**AMENDMENT NO. 2 TO
FARMINGTON RANCHES DEVELOPMENT AGREEMENT**

THIS AMENDMENT NO. 2 TO FARMINGTON RANCHES DEVELOPMENT AGREEMENT (this "Amendment") is entered into as of the 3rd day of July, 2003 between **FARMINGTON CITY**, a Utah municipal corporation ("City"), and **BOYER WHEELER FARM, L.C.**, a Utah limited liability company ("Developer"), amending certain provisions of that certain **FARMINGTON RANCHES DEVELOPMENT AGREEMENT**, dated August 31, 2000, filed of record in the office of the Davis County Recorder on November 14, 2000, as Entry No. 1624056, Book No. 2713, Page No. 1098, as amended by that certain **AMENDMENT NO. 1 TO THE FARMINGTON RANCHES DEVELOPMENT AGREEMENT**, dated May 23, 2001, filed of record in the office of the Davis County Recorder on June 7, 2001, Entry No. 1666575, Book No. 2823, Page No. 588 (the "Development Agreement") between the City and Developer.

RECITALS:

A. Developer and City previously entered into the Development Agreement, as amended, which Development Agreement governs the development of that certain real property containing approximately 719 acres and located at approximately 100 North and 1525 West in Farmington City, Davis County, Utah, as more fully described in **Exhibit "1"** hereto.

B. The Developer has requested that the City consent to Developer's conveyance of certain portions of the Conservation Land to **VIKING REAL ESTATE, L.L.C.**, a Utah limited liability company ("Viking"), which Viking desires to acquire for the purpose of constructing and operating thereon a commercial horse breeding operation pursuant to a conditional use permit from the City and in compliance with all applicable City Ordinances, regulations and the terms and conditions of the Development Agreement and conservation easements applicable to the property.

C. The City and the Developer desire to amend the Development Agreement so as to allow for Viking's acquisition of the aforesaid portions of the Conservation Land and the development of the same pursuant and subject to conditional use permit and site plan approval by the City and

compliance with all applicable City Ordinances regulations and the terms and conditions of the Development Agreement and conservation easements applicable to the property.

AMENDMENT: E 1893268 B 3341 P 1657

NOW, THEREFORE, in consideration of the mutual obligations set forth herein and other good and valuable consideration, the parties hereto agree to amend the Development Agreement as follows:

1. Section 5(b) is hereby amended and restated in its entirety as follows:

b. Specific Projects. The Developer has proposed and shall be entitled to develop one church site, one elementary school site, and 544 single-family lots (the "Specific Projects") for the Property. All Specific Projects proposed by the Developer shall be reviewed for regulatory approval by the City in accordance with the City's Laws. Notwithstanding the foregoing, the City shall not require a reduction in the gross densities set forth on the Project Master Plan or a modification of the general configuration or proposed uses set forth thereon except to the extent actually required by the existing land use regulations of the City, it being expressly agreed that the City's execution of this Agreement represents a present exercise of its legislative discretion and approval of the gross densities, general configuration and proposed uses set forth on the Project Master Plan and that such densities, general configuration and proposed uses are not subject to reduction or modification except to the extent actually required by the existing land use regulations of the City. The Developer has proposed the following Specific Projects to the City, approximately:

- i. 83 single-family lots comprising one acre or more;
- ii. 50 single-family lots comprising one-half to one acre;
- iii. 46 single-family lots comprising 20,000 square feet to one-half acre lots;
- iv. 365 single-family lots comprising 10,000 to 20,000 square foot lots;
- v. 413 acres of open space;
- vi. one church site;
- vii. one elementary school site.

2. The ninth sentence of Section 5(d) is hereby amended and restated in its entirety as follows:

The underlying fee of the Conservation Land may be owned by the Developer or an affiliate thereof, a homeowner's association, private non-profit conservation entity, the State of Utah, the City or such other entity or individual as is approved in writing by the City.

3. The map of the Project forming a part of the Project Master Plan, which is attached as **Exhibit "C"** to the Development Agreement, is hereby amended as set forth in **Exhibit "2"** to this Amendment, which **Exhibit "2"** reflects amendments to the trail access through the Project, including, but not limited to, the location of the "Cross Project Trail" and the "Great Salt Lake Shoreline Trail." All references to the Project Master Plan in the Development Agreement shall be amended to substitute the map of the Project attached hereto as **Exhibit "2"** as the map of the Project included in the Project Master Plan. The Project Development Guidelines as approved and adopted as part of **Exhibit "C"** to the Development Agreement shall remain in full force and effect as set forth in Entry No. 1624056, Book No. 2713, Page Nos. 1151 to 1157, recorded November 14, 2000 in the Office of the Davis County Recorder, and such Guidelines are hereby incorporated as part of **Exhibit "2"** by this reference.

4. Section 15 shall be amended such that the following sentence shall be added at the end thereof:

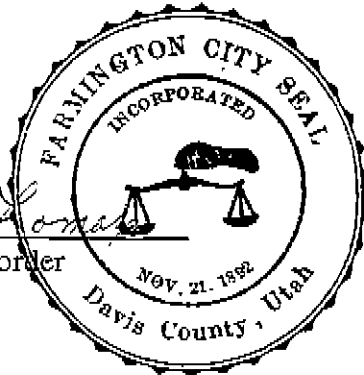
Such portions of the Conservation Land as are developed and operated pursuant to the requirements of the conservation easement recorded with respect thereto and an approved site plan and/or conditional use permit shall comply with the Project Development Guidelines as set forth in **Exhibit "C"** and all buildings and other material structures located within Conservation Lands shall be architecturally compatible with the architectural guidelines set forth in the Protective Covenants, as defined herein, for the large lot phases of the Project.

5. The terms of this Amendment are hereby incorporated as a part of the Development Agreement. To the extent the terms of this Amendment modify or conflict with any provisions of the Development Agreement, the terms of this Amendment shall control. All other terms of the Development Agreement not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Development Agreement unless a contrary intent is clearly indicated. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, employees, representatives, agents, successors, and assigns.

ENTERED INTO AND AGREED TO on the date first set forth above.

ATTEST:

Margaret L. Thomas
Farmington City Recorder



“CITY”

FARMINGTON CITY

By: *[Signature]*
Its: Mayor

“DEVELOPER”

BOYER WHEELER FARM, L.C., a Utah limited liability company, by its Manager,

THE BOYER COMPANY, L.C., a Utah limited liability company

By: *[Signature]*
Its: Manager

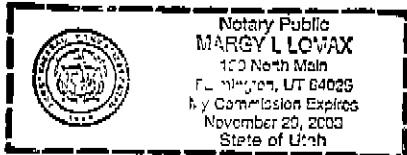
CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

E 1893288 B 3341 P 1670

On the 2 day of July, 2003, personally appeared before me **DAVID M. CONNORS**, who being duly sworn, did say that he is the Mayor of Farmington 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 **DAVID M. CONNORS** acknowledged to me that the City executed the same.

[SEAL]



Margy L Lovax
Notary Public

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF ~~SALT LAKE~~)

On the 3rd day of July, 2003, personally appeared before me Ken Gardner, who being by me duly sworn did say that he is a Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of Boyer Wheeler Farm, L.C., a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its members; and he acknowledged to me that said limited liability company executed the same.

[SEAL]



Ken Gardner
Notary Public

EXHIBIT "1"
to
Amendment No. 2
to **Development Agreement**

(Legal Description of Property)

- 08-069-0001
- 08-069-0002
- 08-069-0003
- 08-069-0004, 0005
- 08-069-0011
- 08-070-0002
- 08-083-0003, 0004

BEGINNING at the North Quarter corner of said Section 22, thence easterly along the north line thereof, North 89°51'14" East 126.48 feet; thence leaving said north line South 37°28'18" East 705.67 feet; thence South 37°16' 21" East 442.94 feet; thence South 42°23'39" East 69.91 feet; thence North 54°46'47" East 235.47 feet; thence South 37°16'53" East 1485.80 feet; thence South 53°51'19" West 202.72 feet to the beginning of a tangent curve to the left having a radius of 200.00 feet, thence along the arc of said curve 55.62 feet, through a central angle of 15°56'07"; thence North 37°36'00" West 309.62 feet; thence South 37°55'12" West 468.27 feet; thence South 00°06'24" East 2297.94 feet, thence South 33°24'04" East 426.96 feet; thence South 53°45'04" East 1344.32 feet; thence South 00°14'54" East 1372.96 feet; thence South 89°27'22" West 658.12 feet; thence South 02°02'47" East 169.62 feet; thence South 11°52'56" East 626.17 feet; thence North 89°44'44" West 574.91 feet; thence North 39°59'49" West 1913.90 feet; thence North 03°40'22" West 1280.75 feet; thence North 12°59'23" West 2971.99 feet; thence North 09°55'45" East 2415.72 feet to the point of beginning.

EXHIBIT "2"
to
Amendment No. 2
to Development Agreement

(Amended Project Master Plan)

