

Maplewood Village Townhome - cell
NW 35, 5N2W

For Accomodation Only
NOT EXAMINED

AMENDMENT NUMBER ONE TO THE
DEVELOPMENT AGREEMENT
FOR
MAPLEWOOD VILLAGE TOWNHOMES
A PLANNED RESIDENTIAL UNIT DEVELOPMENT

14-366-0200 from
1041 + 6.8.

14-068-0102
0101

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 28TH day of OCTOBER, 2003, by the between **CLINTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City", and **NILSON & CO. Inc.** a Utah Corporation, hereinafter referred to as the "Developer."

E 1934579 B 3422 P 360
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 NOV 21 8:45 AM FEE 61.00 DEP MT
REC'D FOR BONNEVILLE TITLE COMPANY, INC

Recitals:

- A. This Amendment is to the Development Agreement for Maplewood Village Townhomes A Planned Residential Unit Development recorded in the office of the Davis County Recorder May 16, 2003, E 1866576 B3292 P1241.
- B. Developer owns and is requesting this amendment apply to all lands indicated in the original agreement, mainly 15.09 acres of land located within Davis County developed as a Planned Residential Unit Development, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").
- C. Developer has requested a change to the dwelling sizes allowed in the Project. Original Agreement indicated that all dwellings would be two (2) bedroom units. Developer has presented and obtained approval for fifty-four (54) three (3) bedroom units within the development with the restriction that no more than two (2) three (3) bedroom units will be allowed in a building. Floor plan drawings of the three (3) bedroom units are attached hereto as **Exhibit "B"**.
- D. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with City's laws, rules and ordinances (except to the extent specific variances have been granted) (collectively the "**City's Laws**"), and the provisions set forth in this Agreement. This Agreement contains certain requirements for design and development of the Property and the Project in addition to those contained in City's Laws.

AGREEMENT

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Amendment.** This amendment to the Development Agreement for Maplewood Village Townhomes a Planned Residential Unit Development is entered into for the purpose of allowing up to fifty-four (54) three (3) bedroom units to be developed within the Project. The additional restriction that no more than two (2) of these units may be in any one building within the Project is also agreed upon. The exterior design of the three (3) bedroom units shall match significantly the approved design of the two (2) bedroom units.

3. **Implied Agreements.** No other amendments are implied or agreed upon other than those specifically outlined in this amendment. All other aspects of the original Development Agreement for Maplewood Village Townhomes a Planned Residential Unit Development shall remain in full force and affect.

4. **Plats and Site Plans.** A subdivision plat and/or site plan where appropriate for each phase of the Project will be required for final approval by City. All phases of the Project receiving final plat and/or site plan approval must be developed in strict accordance with the approved final plat and/or site plan for that phase. Once approval has been granted for a final plat and/or site plan no amendments or modifications to the final plat and/or site plan for any phase shall be made by Developer without the written approval of City being first obtained. Nothing contained herein shall be construed as granting final plat and/or site plan approval to Developer for any portion of the Project.

5. **Recording of Amendment.** This amendment shall be recorded in the office of the Davis County Recorder in the same manner as the original Development Agreement for Maplewood Village Townhomes a Planned Residential Unit Development and shall have all of the rights, restrictions, responsibilities, and obligations as outlined in said document.

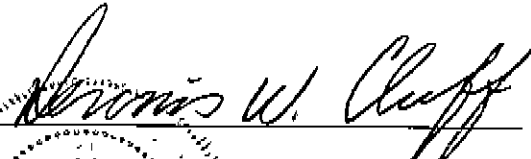
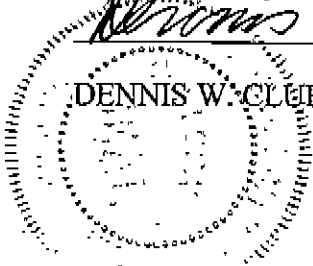
6. **Amendment:** This Agreement may be amended only in writing signed by the parties hereto.

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

CITY:

CLINTON CITY CORPORATION
a Utah municipal corporation


ATTEST:


DENNIS W. CLUFF CITY RECORDER

CITY SEAL


MAYOR L. MITCH ADAMS

DEVELOPER

NILSON & CO., INC.
a Utah Corporation

By: 

ACKNOWLEDGMENT OF DEVELOPER

NILSON & CO., INC.

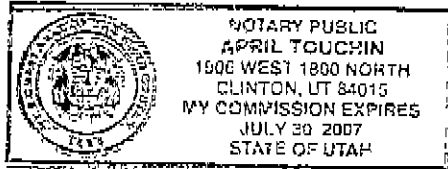
STATE OF UTAH }
 : §§
COUNTY OF DAVIS }

On the 14 day of November, 2003, personally appeared
before me Bruce Nilson, who, being duly
sworn, did state that he is the President of

NILSON & CO., INC., a Utah Corporation that the Development Agreement was signed on
behalf of said corporation by his signature under authority of a resolution of its Board of
Directors and acknowledged to me that said corporation executed the same.

April Touchin

NOTARY PUBLIC



COMMISSION EXPIRES July 30, 2007

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

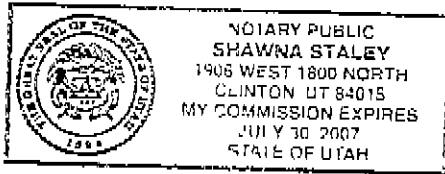
STATE OF UTAH }

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COUNTY OF Davis }

On the 17 day of November, 2003, personally appeared before me L Mitch Adams, Mayor of Clinton City and Dennis W. Cluff, Clinton City Recorder, who being by me duly sworn or affirmed, did say that they are the Mayor and City Recorder respectively and signed in behalf of Clinton City by authority of the Clinton City Council and acknowledged to me that the Clinton City Council executed the same.

Shawna Staley
NOTARY PUBLIC



COMMISSION EXPIRES July 30, 2007

EXHIBIT "A" E 1934579 B 3422 P 365

**PROPERTY DESCRIPTION
MAPLEWOOD VILLAGE TOWNHOMES
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

Part of the North half of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Described as follows:

Beginning at a point on the centerline of 800 North Street and the Quarter Section line, said point being South $89^{\circ}56'38''$ East along said Section Line 1673.28 Feet from the West Quarter Corner of said Section 35; Thence North $00^{\circ}01'48''$ East 661.49 Feet to the South Line of Jackson Orchards No. 3 and the extension of the South Line of Jackson Orchards No. 3 and Jackson Orchards No. 4; Thence South $89^{\circ}56'48''$ East along said line and extension 1020.64 Feet to the West Line of the Union Pacific Railroad Property; Thence South $01^{\circ}21'02''$ East along said West Line 661.74 Feet to said Centerline and Section Line; Thence North $89^{\circ}56'38''$ West along said Centerline and Section Line 639.87 Feet; Thence North $00^{\circ}17'21''$ East 144.98 Feet; Thence North $89^{\circ}44'40''$ West 158.51 Feet; Thence South $00^{\circ}04'03''$ East 145.53 Feet to said Centerline and Section Line; Thence North $89^{\circ}56'38''$ West along said Centerline and Section Line 239.11 Feet to the Point of Beginning.

Containing 15.09 acres

EXHIBIT "B"
PLAT / DEVELOPMENT PLAN
MAPLEWOOD VILLAGE TOWNHOMES
A PLANNED RESIDENTIAL UNIT DEVELOPMENT

