SUI 20 SI - 3U NE 30 ST - 2U DE 30 ST - 2U DE CRANE FIELD ESTATES (PRUD)

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AMENDMENT ONE

CRAINE FIELD ESTATES (FROD)	/ ニューハロット みんづけ	
RETURNED 14 -029 - 000	27,0019,0031,0030	
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BEIONI- 11-020.00	68 AMENDMENT ONE	RICHARD T. MAUGHAN
2007 77 0000	<u>,DEVELOPMENT AGREEMEN</u>	TDAVIS COUNTY, UTAH RECORDER
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10 000 0000 0,0024		rEE \$0.00 Pas: 10
[a· 001-04	<u>FOR</u> CRANE FIELD ESTATES (PRUI	DEP RTT REC'D FOR CLINTON CITY
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	COLUMN AND THE THE DELICE AND COLUMN	A CURRENCE AIRN FOR CAL.

THIS AMENDMENT ONE TO THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the Day of \_\_\_\_\_\_\_\_, 2007, by and between CLINTON CITY, a Utah municipal corporation, hereinafter referred to as the "City", CLINTON CITY SANITARY SEWER SPECIAL SERVICE DISTRICT, a special service district established in Clinton City, Utah, hereinafter referred to as the "Service District", IVORY HOMES, a Utah Partnership, hereinafter referred to as the "Developer" and JAMES A. ALAND, private land owner, hereinafter referred to as the "Golf Course Developer." Developer and Golf Course Developer are jointly referred to as "Developers".

### Recitals

- A. The Development Agreement for Crane Field Estates (PRUD), hereafter referred to as the Development Agreement, was recorded with the Davis County Recorder's Office, February 26, 2007, Entry Number 2247621, Book 4227, Page 2233.
- B. In accordance with the provisions of the Development Agreement §25, the Developers have requested an amendment to the preliminary plat as shown in the original document.
- C. No other changes are included in the Amendment, all other provisions of the original Development Agreement remain the same.

#### 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 Developers hereby agree as follows:

- 1. <u>Incorporation of Recitals.</u> The above Recitals are hereby incorporated into this Agreement.
- 2. <u>Legal Description</u>: The property to which this Amendment is outlined in Exhibit "A" to this Amendment. This description is the same as in the recorded Development Agreement.
- 3. Amendment: Exhibit "B" to the Development Agreement is amended as shown in this document and it will be this Preliminary Plat that is used in evaluating and processing all phases of the Development.

4. Exhibits: All Exhibits of the Development Agreement remain valid other than Exhibit "B".

In witness whereof the parties have executed this agreement the day and year first above written.

"DEVELOPER"

Dorry Development	Bur Bliff		
Name	Signature		
authorized Ogent	April 10.2007		
Title	Date		

# ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH	} :§§	
COUNTY OF Davis	}	
On the	day of Apell	, 2007, the
signer(s) of the above instr	ument, who duly acknowledged to me	e that he executed the same
on behalf of himself as an i	individual, an association, or partners	hip. If for an association or
partnership, Limit	Id liability Carp	<u>mation</u> acknowledges
himself to be legally author	rized to act on behalf of said associati	on or partnership by
executing the foregoing De	evelopers Agreement in his capacity a	s an associate or partner, as
the case may be, with the a	authority of the association or partners	hip to sign the agreement.
		thet Q
		NOTARY PUBLIC

STATE OF UTAH NOTARY PUBLIC DEBBI M KEARL 833 OGDEN CANYON OGDEN, UT 84401 MY COMMISSION EXPIRES JULY 25, 2010

COMMISSION EXPIRES 7.25-2010

# "GOLF COURSE DEVELOPER"

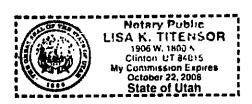
JAMES ALAND Name  OWNER  Title	Signature  1 2 2007  Date
- · · · · · · · · · · · · · · · · · · ·	T OF GOLF COURSE DEVELOPER ASSOCIATION OR PARTNERSHIP)
STATE OF UTAH	} : §§
COUNTY OF DAVIS	}
On the 2 <sup>rd</sup> day o	of <u>April</u> , 2007, the
signer(s) of the above instrument, who	duly acknowledged to me that he executed the same
on behalf of himself as an individual, a	n association, or partnership. If for an association or
partnership, James Hand	acknowledges
himself to be legally authorized to act of	on behalf of said association or partnership by
executing the foregoing Developers Ag	greement in his capacity as an associate or partner, as
	the association or partnership to sign the agreement.  Status NOTARY PUBLIC
NOTARY PUBLIC SHAWNA STALEY 1906 WEST 1800 NORTH CLINTON UT 84015 MY COMMISSION EXPIRES JULY 30, 2007 STATE OF UTAH	COMMISSION EXPIRES July 30, 200-

# "SERVICE DISTRICT

L. Mitch Adams	L. Mith adams
Name	Signature
Chairman	May 18,2007
Title	Date / 8, 200 /
Attes	
Marito W. Eluff	5-18-07
Dennis W. Cluff, CEO/Secretary	Date

# ACKNOWLEDGEMENT OF CLINTON CITY SANITARY SEWER SPECIAL SERVICE DISTRICT OFFICIALS

STATE OF UTAH	}
•	: §§
COUNTY OF <u>bavis</u>	}}
On the 18 day of May	, 2007, personally appeared before me L Mitch
Adams, Chairman of Clinton Cit	y Sanitary Sewer Special Service District and Dennis W.
Cluff, Clinton City Sanitary Sew	er Special Service District Recorder, who being by me
duly sworn or affirmed, did say t	hat they are the Chairman and CEO/Secretary
respectively and signed in behalf	f of Clinton City by authority of the Clinton City Council
and acknowledged to me that the	e Clinton City Council executed the same.



NOTARY PUBLIC COMMISSION EXPIRES 10/22/2008

STATE OF UTAH

"CITY"

L. Mitch Adams	L. Mith adams
Name	Signature
Mayor	May 18, 2007
Title Co.	Date
Arriad	
Attest/	5-18-07
Dennis W. Cluff, Recorder	Date
Managana	

# ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

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: §§
COUNTY OF $\Delta \alpha VIS$
On the 18 day of May, 2007, 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.
Notary Public LISA K. TITENSOR 1906 W. 1800 N. Clinton, UT 84015 My Commission Expires October 22, 2008 State of the commission of the com

## **EXHIBIT "A"**

### PROPERTY DESCRIPTION

## CRANE FIELD ESTATES (PRUD) PROPERTY DESCRIPTION

A part of the Southeast quarter of Section 19, the Southwest Quarter of Section 20, the Northwest Quarter of Section 29 and the Northeast Quarter of Section 30, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at the Southeast corner of the Southwest Quarter of said Section 20, running thence South 0°04'13" West 1322.39 feet along the Quarter Section line to the existing West Point City Corporate limits; thence North 89°59'31" West 2594.94 feet along said Corporate limits; thence North 0°00'52" East 73.25 feet; thence North 89°59'08" West 1354.99 feet; thence northeasterly along the arc of a 2635.30 foot radius curve to the right a distance of 1194.64 feet (Long Chord bears North 13°00'24" East 1184.44 feet); thence and North 25°59'16" East 104.94 feet to the North line of said Section 30; thence East 1012.36 feet to the southeast corner of said Section 19; thence North 0°04'59" West 2040.70 feet to the County lines; thence South 89°54'41" East 2639.20 feet along said line to the East line of the southwest Quarter of said Section 20; thence South 0°16'03" West 2036.60 feet along said line to the point of beginning.

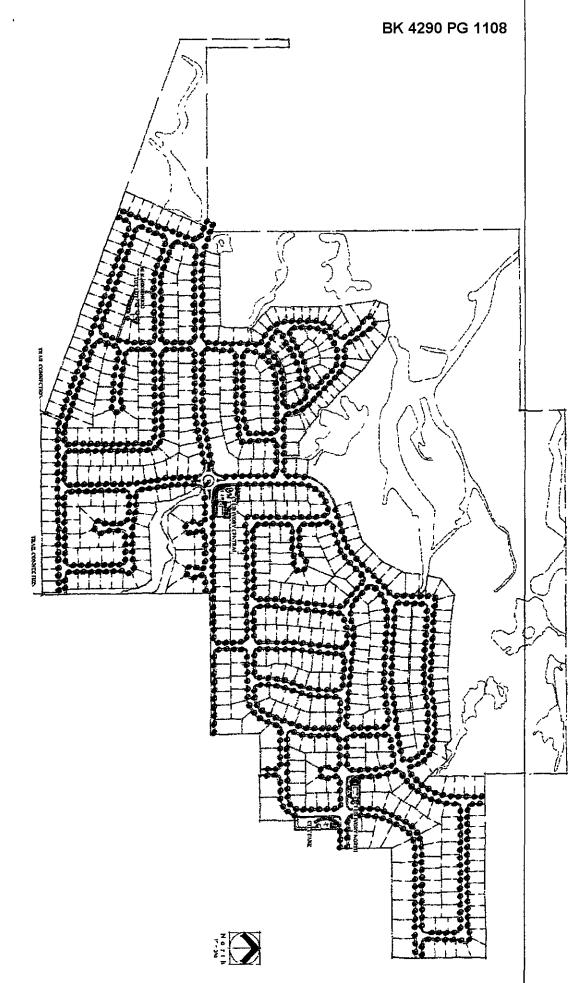
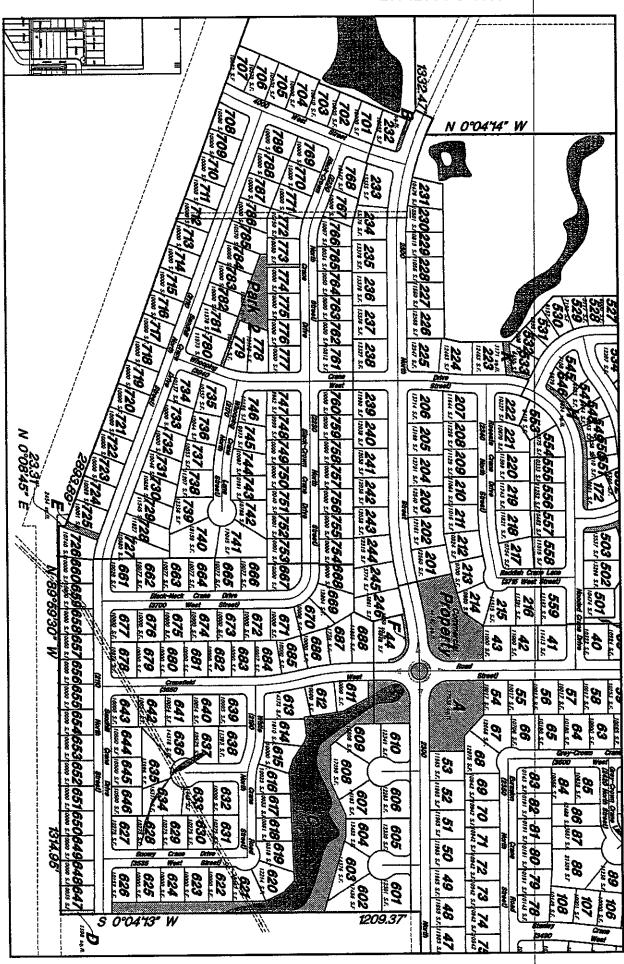


EXHIBIT "B" THE CRANE FIELD ESTATES SUBDIVISION PRUD PRELIMINARY PLAN (AMENDED)



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