

14-0289-0027, 0014, 0031, 0033
14-035-0023, 0064, 0073, 0074
RETURNED
13-047-0019, 0020,
MAY 2 - 2007 0024, 0022

**AMENDMENT ONE
DEVELOPMENT AGREEMENT
FOR
CRANE FIELD ESTATES (PRUD)**

E 2273607 B 4290 P 1112-1121
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/24/2007 02:02 PM
FEE \$0.00 Pgs: 10
DEP RTT REC'D FOR CLINTON CITY

THIS AMENDMENT ONE TO THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 16th Day of May, 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,~~ ^{Development LLC is United Liability} 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. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.
- 2. Legal Description: 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"

Ivory Development
Name
Authorized Agent
Title

[Signature]
Signature
April 10, 2007
Date

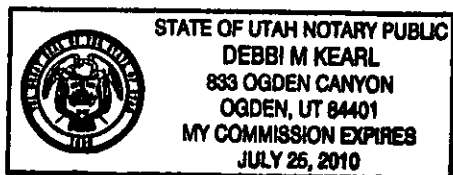
ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
: §§

COUNTY OF Davis }

On the 10 day of April, 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, an association, or partnership. If for an association or partnership, Limited Liability Corporation acknowledges himself to be legally authorized to act on behalf of said association or partnership by executing the foregoing Developers Agreement in his capacity as an associate or partner, as the case may be, with the authority of the association or partnership to sign the agreement.

[Signature]
NOTARY PUBLIC



COMMISSION EXPIRES 7-25-2010

"GOLF COURSE DEVELOPER"

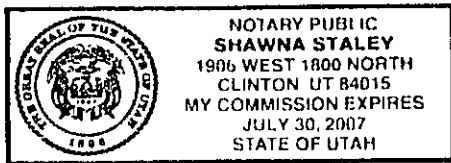
JAMES ALAND
Name
OWNER
Title

[Signature]
Signature
April 2, 2007
Date

ACKNOWLEDGMENT OF GOLF COURSE DEVELOPER
(IF AN INDIVIDUAL, ASSOCIATION OR PARTNERSHIP)

STATE OF UTAH }
 : §§
COUNTY OF Davis }

On the 2nd day of April, 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, an association, or partnership. If for an association or
partnership, James Aland acknowledges
himself to be legally authorized to act on behalf of said association or partnership by
executing the foregoing Developers Agreement in his capacity as an associate or partner, as
the case may be, with the authority of the association or partnership to sign the agreement.



[Signature]
NOTARY PUBLIC
COMMISSION EXPIRES July 30, 2007

“SERVICE DISTRICT

L. Mitch Adams
Name

L. Mitch Adams
Signature

Chairman
Title

May 18, 2007
Date

Attest
Dennis W. Cluff
Dennis W. Cluff, CEO/Secretary

5-18-07
Date

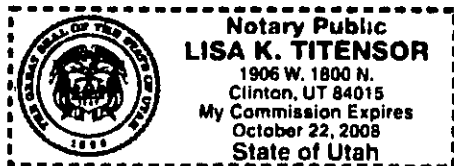
ACKNOWLEDGEMENT OF CLINTON CITY SANITARY SEWER SPECIAL
SERVICE DISTRICT OFFICIALS

STATE OF UTAH }

: §§

COUNTY OF DAVIS }

On the 18 day of May, 2007, personally appeared before me L Mitch Adams, Chairman of Clinton City Sanitary Sewer Special Service District and Dennis W. Cluff, Clinton City Sanitary Sewer Special Service District Recorder, who being by me duly sworn or affirmed, did say that they are the Chairman and CEO/Secretary 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.



Lisa K Titensor
NOTARY PUBLIC

COMMISSION EXPIRES 10/22/2008

“CITY”

L. Mitch Adams
Name

L. Mitch Adams
Signature

Mayor
Title

May 18, 07
Date

Dennis W. Cluff
Dennis W. Cluff Recorder

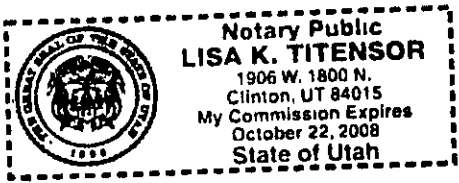
5-18-07
Date

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

STATE OF UTAH }
: §§

COUNTY OF *Davis* }

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.



Lisa K Titensor
NOTARY PUBLIC

COMMISSION EXPIRES *10/22/2008*

EXHIBIT "A"

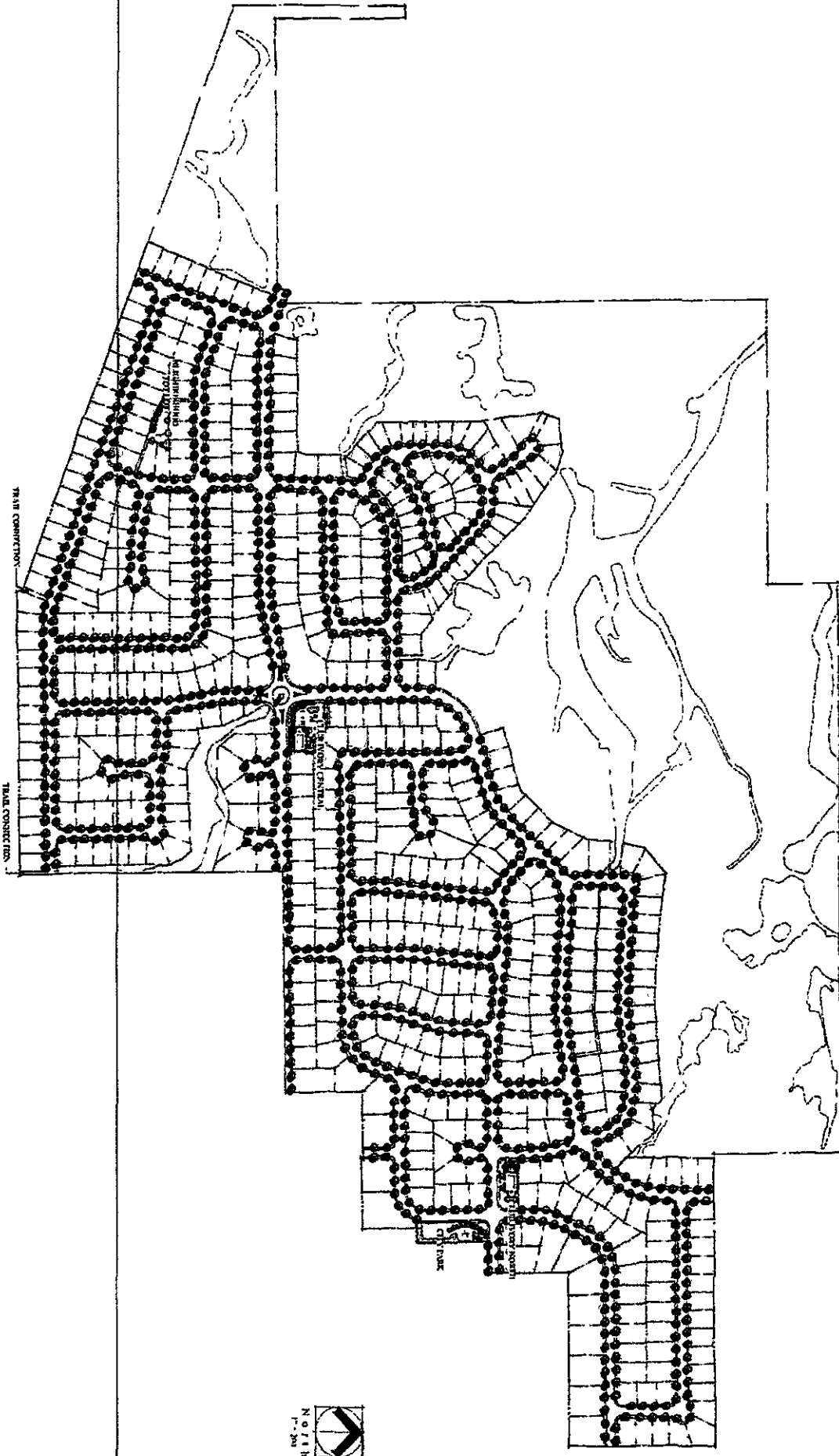
PROPERTY DESCRIPTION

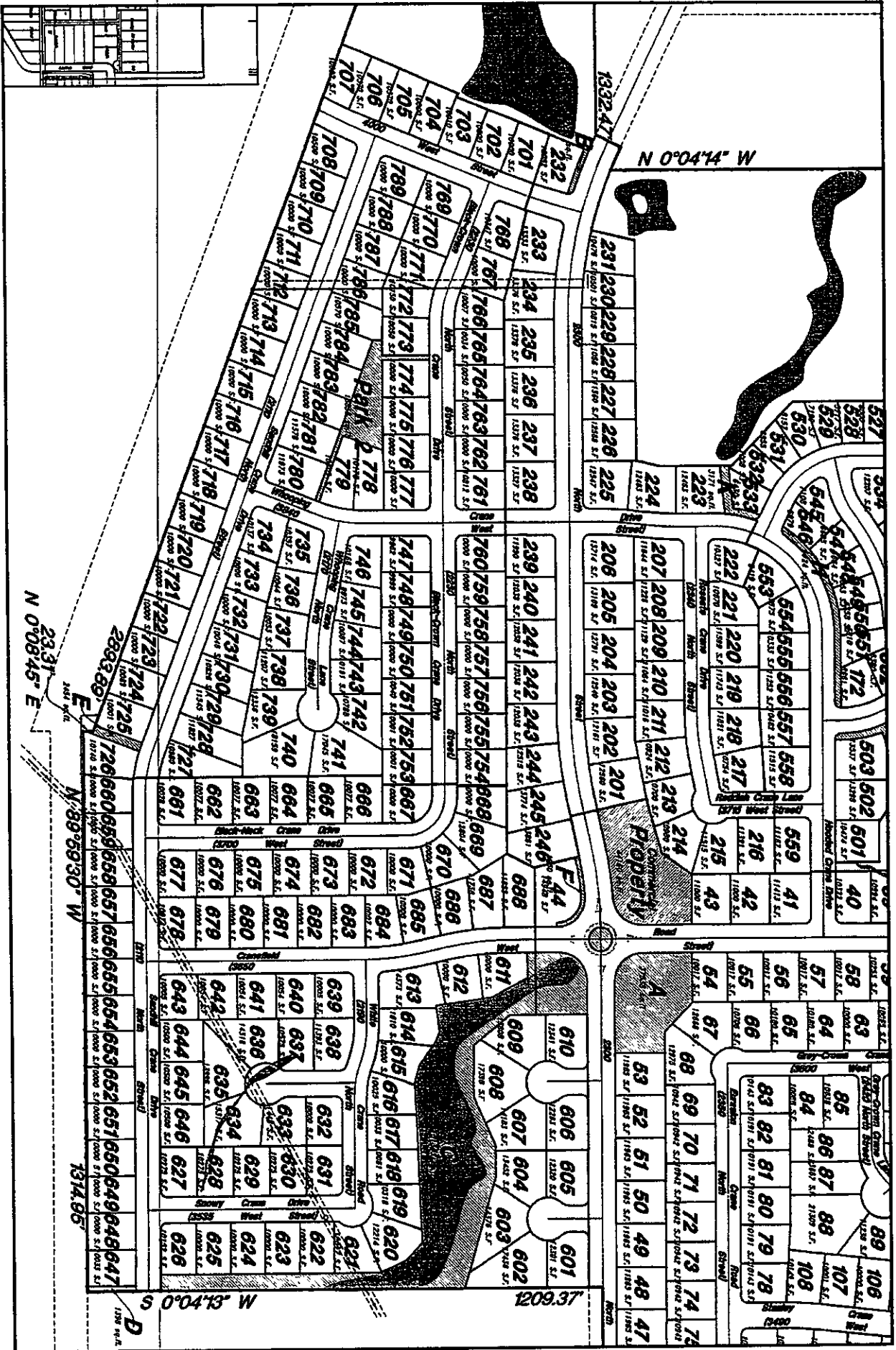
CRANE FIELD ESTATES (PRUD) PROPERTY DESCRIPTION

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.

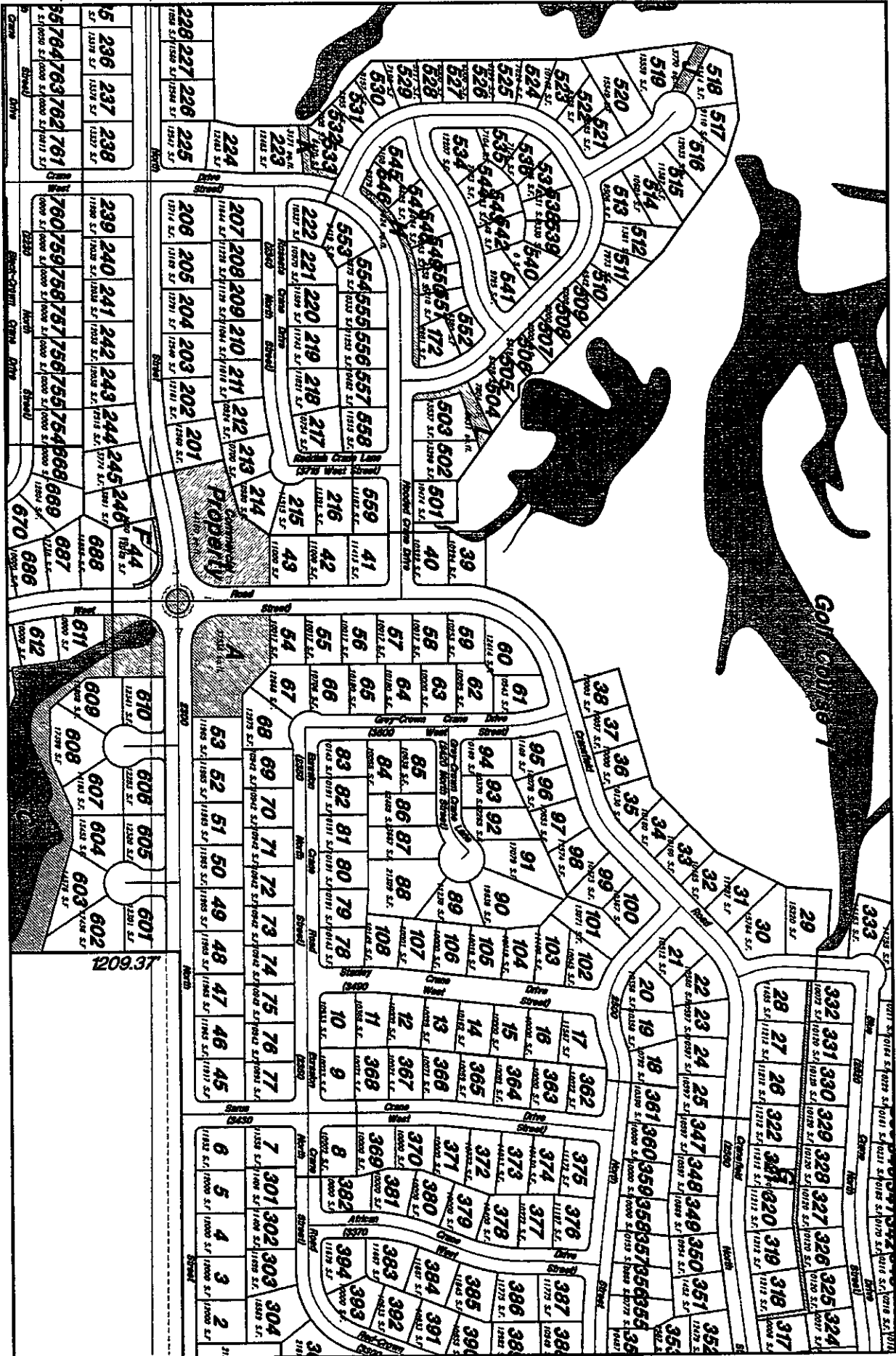
EXHIBIT "B" THE CRANE FIELD ESTATES SUBDIVISION PRUD PRELIMINARY PLAN (AMENDED)





DEVELOPMENT AGREEMENT FOR
CRANE FIELD ESTATES (PRUD)

EXHIBIT "F"



DEVELOPMENT AGREEMENT FOR
CRANE FIELD ESTATES (PRUD)

EXHIBIT 'F'

