

02-224-0001 thru 0025
02-225-0001 thru 0052
02-217-0101 thru 0151, 0156 thru 0164

2392374
BK 4615 PG 383

137
13

E 2392374 B 4615 P 383-395
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/15/2008 12:28 PM
FEE \$171.00 Pgs: 13
DEP RTT REC'D FOR CENTERVILLE CITY

When recorded, return to:

Centerville City
Attn: City Recorder
250 North Main Street
Centerville, Utah 84014

Parcel Number(s):

RETURNED
SEP 15 2008

**FOURTH AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN CENTERVILLE CITY AND UINTA
DEVELOPMENT, LC (AS ASSIGNED TO CITYVIEW PINEAE VILLAGE 227, L.P.)
FOR THE PINEAE VILLAGE (PDO)**

**THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN
CENTERVILLE CITY AND UINTA DEVELOPMENT, LC (AS ASSIGNED TO
CITYVIEW PINEAE VILLAGE 227, L.P.) FOR THE PINEAE VILLAGE (PDO)** (the
"Amendment") is made and entered into as of the 17th day of June, 2008, by and
between **CENTERVILLE CITY**, a Utah municipal corporation, hereinafter referred to as
the "City," and **CITYVIEW PINEAE VILLAGE 227, L.P.**, a Delaware limited partnership,
hereinafter referred to as "Developer."

RECITALS:

WHEREAS, the City and Uinta Development, LC, a Utah limited liability company
("Uinta"), entered into that certain Development Agreement dated March 6, 2006 and
recorded at the Davis County Recorder's Office on March 8, 2006, Entry No. 2150503,
Book No. 3986, Pages 1124-1198 ("Original Agreement"), regarding the development of
approximately thirty (30) acres of real property located at approximately 675 North Main
Street in Centerville City, Davis County, State of Utah, as more particularly described in
Exhibit 1, attached hereto and incorporated herein by this reference (the "Property");
and

WHEREAS, the Original Agreement has been amended by that certain First
Amendment to the Development Agreement Between Centerville City and Uinta
Development, LC for the Pineae Village (PDO), dated February 22, 2007, and recorded
at the Davis County Recorder's Office on March 6, 2007, Entry No. 2250032, Book No.
4233, Pages 808-813, by that certain Second Amendment to the Development

Agreement Between Centerville City and CityView Pineae Village 227, L.P., for the Pineae Village (PDO), dated April 16, 2007, and recorded at the Davis County Recorder's Office on May 1, 2007, Entry No. 2266410, Book No. 4273, Pages 129-172; and by that certain Third Amendment to the Development Agreement Between Centerville City and CityView Pineae Village 227, L.P., for the Pineae Village (PDO), dated November 30, 2007, recorded at the Davis County Recorder's Office on December 27, 2007, Entry No. 2330368, Book No. 4437, Pages 1204-1213 (hereinafter collectively referred to as the "Agreement"); and

WHEREAS, the Agreement was assigned from Uinta, as the amended and restated entity of UD Ventures, LLC, a Utah limited liability company, to Developer by that certain Assignment and Assumption Agreement dated March 21, 2007, and recorded at the Davis County Recorder's Office on March 21, 2007, Entry No. 2254440, Book No. 4244, Pages 1395-1400; and

WHEREAS, Developer has requested and desires to amend the Agreement to revise the Exhibit "J" to the Development Agreement regarding the Common Areas and Amenities Plan as more particularly set forth herein; and

WHEREAS, the City is willing to amend the Agreement regarding the Common Areas and Amenities Plan in accordance with the terms and conditions of this Fourth Amendment to the 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, the City and Developer agree as follows:

1. **Amendment.** Exhibit "J" of the Agreement regarding the Common Areas and Amenities Plan is hereby amended to read in its entirety as set forth in **Exhibit 2**, attached hereto and incorporated herein by this reference.

2. **Full Force and Effect.** The terms of this Amendment are hereby incorporated as part of the Agreement. All other terms and conditions of the Agreement not modified by this Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this Amendment modify or conflict with any provisions of the Agreement, the terms of this Amendment shall control.

3. **Binding Effect.** This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

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

"CITY"

CENTERVILLE CITY

ATTEST:

Marilyn Holje
Marilyn Holje, City Recorder

By: *Ronald G. Russell*
Mayor Ronald G. Russell



"DEVELOPER"

CITYVIEW PINEAE VILLAGE 227, L.P.

By: CityView Pineae Village, LLC, a Delaware limited liability company, its General Manager

By: _____

Its: _____

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

"CITY"

CENTERVILLE CITY

ATTEST:

Marilyn Holje
Marilyn Holje City Recorder

By: Ronald G. Russell
Mayor Ronald G. Russell



"DEVELOPER"

CITYVIEW PINEAE VILLAGE 227, L.P.

By: CityView Pineae Village, LLC, a Delaware limited liability company, its General Manager

By: S. Burton
SEAN BURTON
Its: MANAGING DIRECTOR

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:SS.
COUNTY OF DAVIS)

On the ___ day of ___, 2008, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the Mayor of CENTERVILLE 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 Ronald G. Russell acknowledged to me that the City executed the same.

Notary Public

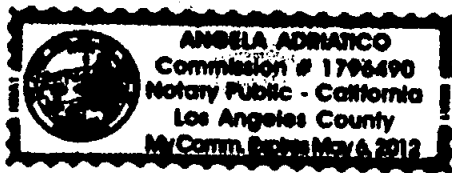
My Commission Expires:

Residing at:

DEVELOPER ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Los Angeles ss.

On the 25 day of August, 2008, personally appeared before me Sean Barton who being by me duly sworn did say that (s)he is the managing director of CITYVIEW PINEAE VILLAGE, LLC, a Delaware limited liability company, the General Partner of CITYVIEW PINEAE VILLAGE 227, L.P., a Delaware limited partnership, and that the foregoing instrument was signed in behalf of said company by authority of its Members, and (s)he acknowledged to me that said company executed the same.



[Handwritten Signature]
Notary Public

My Commission Expires:

May 6, 2012

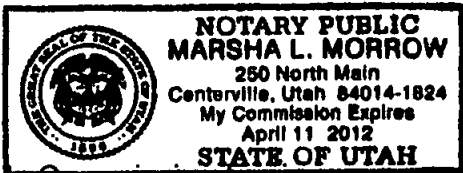
Residing at:

301 S. Reeves Dr.
Beverly Hills, CA 90212

CITY ACKNOWLEDGMENT

STATE OF UTAH)
) :ss.
COUNTY OF DAVIS)

On the 18th day of June, 2008, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the Mayor of **CENTERVILLE 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 Ronald G. Russell acknowledged to me that the City executed the same.



My Commission Expires:

4-11-2012

Marsha L Morrow

Notary Public

Residing at:

Centerville

DEVELOPER ACKNOWLEDGMENT

STATE OF _____)
) :ss.
COUNTY OF _____)

On the _____ day of _____, 2008, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of **CITYVIEW PINEAE VILLAGE, LLC**, a Delaware limited liability company, the General Partner of **CITYVIEW PINEAE VILLAGE 227, L.P.**, a Delaware limited partnership, and that the foregoing instrument was signed in behalf of said company by authority of its Members, and (s)he acknowledged to me that said company executed the same.

Notary Public

My Commission Expires:

Residing at:

Exhibit 1

Property Description

BEGINNING AT A POINT WHICH IS N 0°24'15" E, 1033.69 FEET AND N 89°35'45" W, 33.00 FEET SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK "B" BIG CREEK PLAT CENTERVILLE TOWNSITE SURVEY AND N 0°24'15" E, 75.25 FEET FROM A COUNTY MONUMENT LOCATED AT THE INTERSECTION OF PARRISH LANE AND MAIN STREET AND RUNNING THENCE N 89°50'00" W 832.44 FEET; THENCE SOUTH 567.17 FEET; THENCE WEST 69.30 FEET; THENCE N 00°04'57" E 242.94 FEET; THENCE N 89°39'51" W 861.63 FEET; THENCE N 00°07'35" E 907.83 FEET; THENCE N 89°49'43" E 276.16 FEET; THENCE N 00°05'01" E 0.52 FEET; THENCE EAST 587.28 FEET; THENCE N 00°02'40" E 10.00 FEET; THENCE E 66.50 FEET; THENCE S 00°02'40" W 10.00 FEET; THENCE N 89°30'06" E 700.55 FEET; THENCE S 101.54 FEET; THENCE WEST 20.00 FEET; THENCE SOUTH 273.72 FEET; THENCE EAST 150.63 FEET; THENCE SOUTH 50.00 FEET; THENCE S 00°00'49" W 165.00 FEET; THENCE S 00°24'15" W 8.25 FEET TO THE POINT OF BEGINNING.

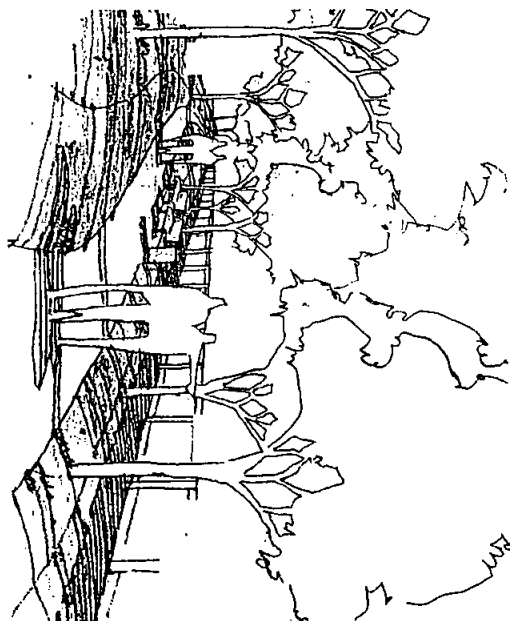
CONTAINS 1,305,486 SQUARE FEET OR 29.970 ACRES, MORE OR LESS.

Exhibit 2

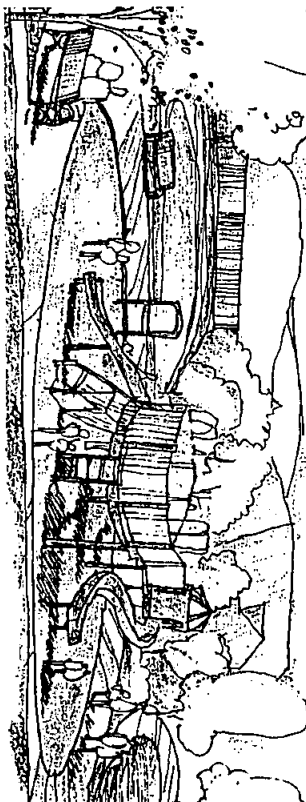
**Exhibit "J" to the Development Agreement
Common Areas and Amenities Plan**



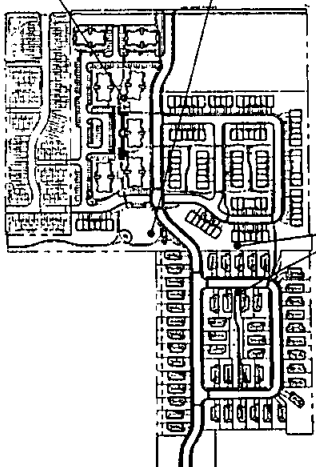
Park w/ Gazebo



Trails



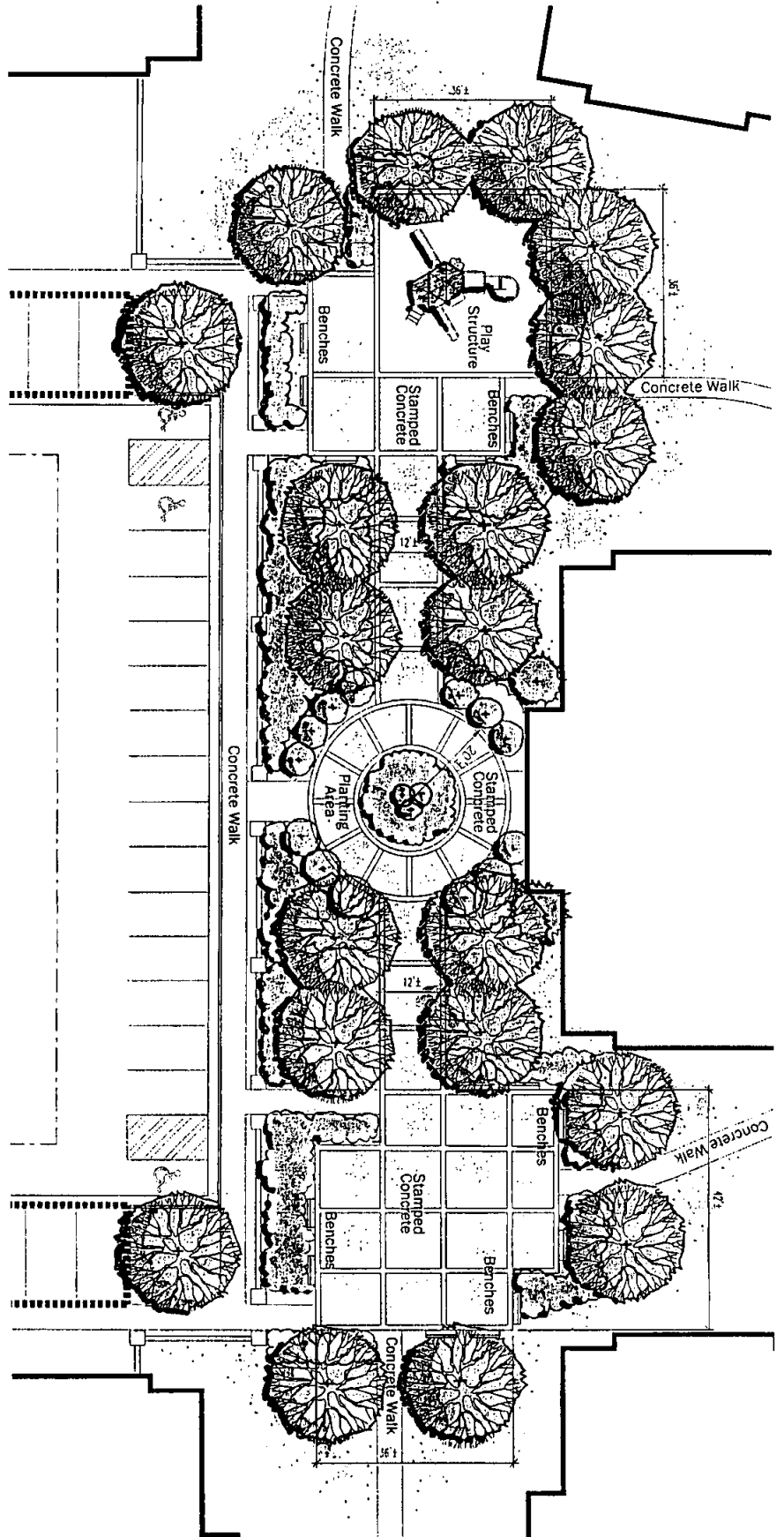
Playground



Site Amenities Plan

Developer:
Uinta Development, LLC
928 West 1800 North-Suite J
Clinton, UT 84015
February 6, 2006





Note: Plaza layout is conceptual and is subject to modification. Final layout to be approved at Final Site Plan approval.



Urban Plaza Concept

Pineave Village

Centerville, Utah
August 30, 2005

Figure 1

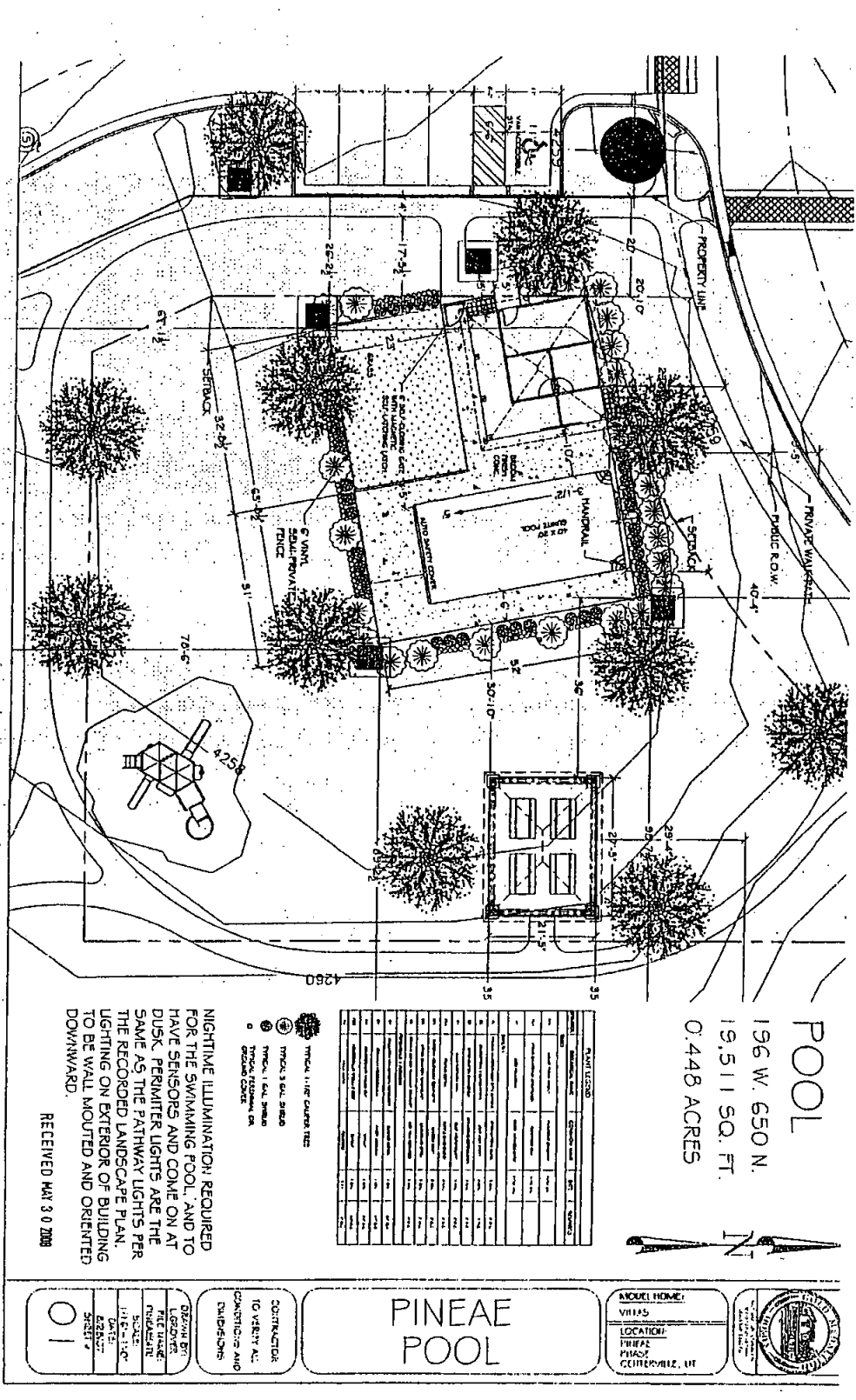


Figure 2

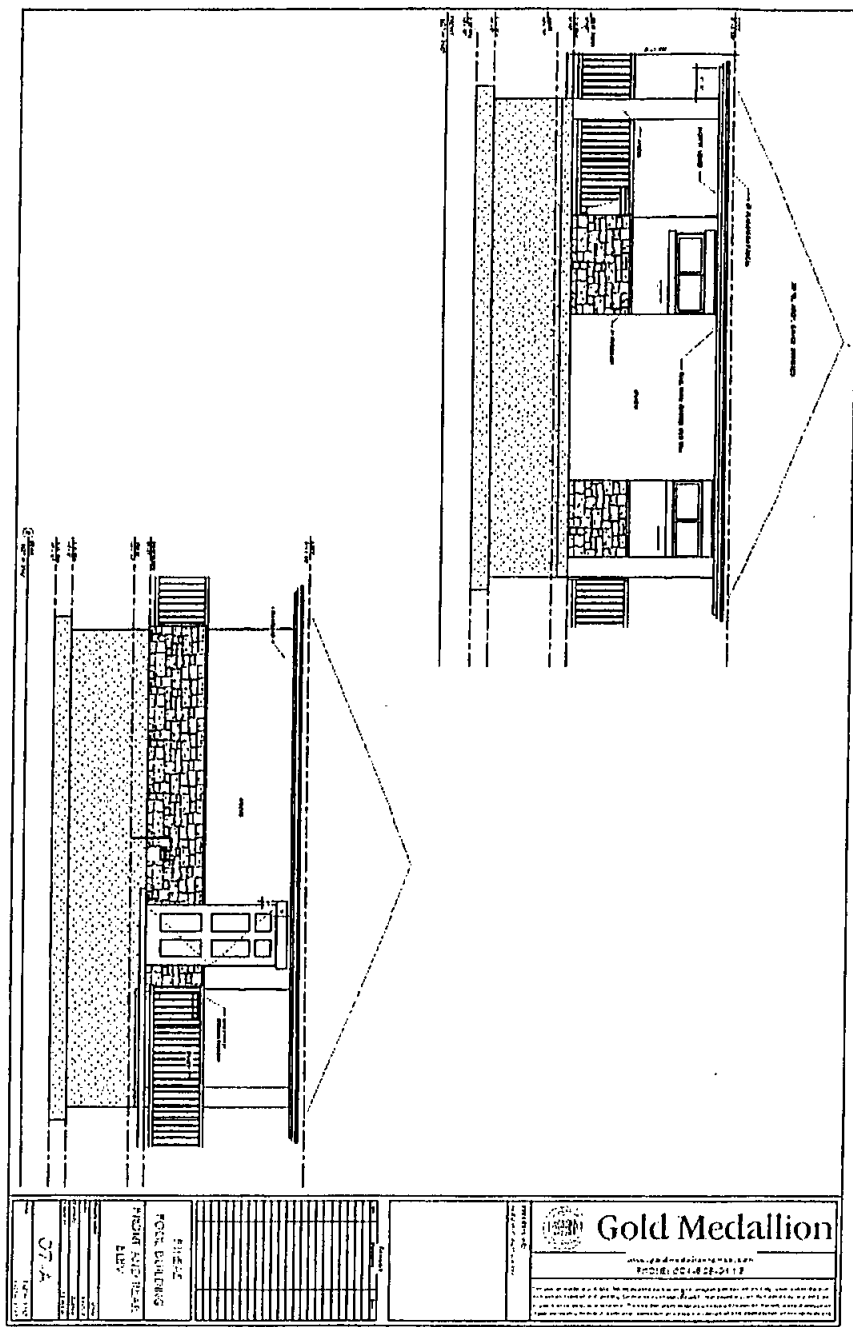


Figure 2 cont.

