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ADDENDUM NO. FOUR  
TO  
DEVELOPMENT AGREEMENT FOR SUNSET EQUESTRIAN  
ESTATES WEST CLUSTER SUBDIVISION

SW10  
Ex 2 29

This ADDENDUM NO. FOUR to the DEVELOPMENT AGREEMENT FOR SUNSET EQUESTRIAN ESTATES WEST CLUSTER SUBDIVISION ("Development Agreement") is entered into as of September 21, 2010 (hereinafter the "Amendment Effective Date"), by and between KAYSVILLE CITY CORPORATION, a Utah municipal corporation organized and existing under the laws of the State of Utah (hereinafter, the "City") and WOODSIDE SUNSET FARMS, LLC, a Utah limited liability company (hereinafter, the "Developer," "Developer" includes successors and/or assigns of Woodside Sunset Farms, LLC).

RECITALS

A. The City and Developer entered into that certain "Development Agreement for Sunset Equestrian Estates West Cluster Subdivision" on or about April 4, 2006 (hereinafter, the "Development Agreement"), "Addendum No. One to Development Agreement for Sunset Equestrian Estates West Cluster Subdivision" on or about May 15, 2007 (hereinafter "Addendum No. One") and "Addendum No. Two to Development Agreement for Sunset Equestrian Estates West Cluster Subdivision" on or about April 1, 2008 (hereinafter "Addendum No. Two") and "Addendum No. Three to Development Agreement for Sunset Equestrian Estates West Cluster Subdivision" on or about October 21, 2008 (hereinafter "Addendum No. Three").

B. This Addendum No. Four (hereinafter, the "Addendum No. Four") is intended to supplement and modify the provisions of the Development Agreement, Addendum No. One, Addendum No. Two, and Addendum No. Three as to the matters explicitly addressed herein. All terms, conditions and definitions set forth in the Development Agreement apply equally to the terms and conditions set forth in this Addendum No. Four; except that, if a conflict arises regarding the additions provided for herein, then the terms hereof shall prevail.

AGREEMENT

Wherefore, in consideration of the foregoing premises, the City and Developer agree as follows:

1. Exhibit A of the Development Agreement, Addendum No. One, Addendum No. Two, and Addendum No. Three is hereby deleted and replaced in its entirety with the document attached to this Addendum No. Four as Exhibit A, Preliminary Plat.
2. Except as expressly amended in this Addendum No. Four, the Development Agreement, Addendum No. One, Addendum No. Two, and Addendum No. Three shall remain in full force and effect.

08-012-0080, 0079, 0070, 0056, 0065, 0076, 0077, 0078, 0063, 0062, 0044

08-024-0005, 0029, 0033, 0036 (Signatures to Follow on Next page)

08-022-0039, 0024, 0054, 0022, 0024, 0053

08-411-0701 to 0706

08-432-0801 to 0837, 0839 to 0844, 0846

08-410-0601 to 0653

08-452-0001, 1101 to 1108

08-436-0901 to 0931

08-012-0081 to 0086, 0072

08-437-0931 to 0957

08-450-0001, 0002

08-453-0001, 0002

E 2562767 B 5140 P 228-233  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/28/2010 11:10 AM  
FEE \$204.00 Post 6  
DEP RT REC'D FOR KAYSVILLE CITY CO  
RP

IN WITNESS WHEREOF, this Addendum No. Four is executed to be effective as of the Amendment Effective Date.

ATTEST:

"CITY"

KAYSVILLE CITY CORPORATION

By: Linda Ross  
Linda Ross, City Recorder

By: [Signature]  
Steve A. Hiatt, Mayor

Date: Oct. 25, 2010

Date: Oct. 25, 2010

"DEVELOPER"

Woodside Sunset Farms, L.L.C

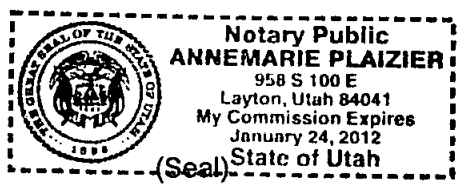
By: [Signature]  
Jonathan D. Wardle, President

Date: Oct. 18, 2010

CITY ACKNOWLEDGMENT

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

On the 25<sup>th</sup> of October, 2010, personally appeared before me Steve A. Hiatt and Linda Ross, who being by me duly sworn did say, each for himself, that he, the said Steve A. Hiatt, is the Mayor of Kaysville City, Davis County, State of Utah, and that she, the said Linda Ross, is the City Recorder of Kaysville City, and that the within and foregoing instrument was signed on behalf of the said Kaysville City by authority of the City Council of Kaysville City and said Steve A. Hiatt, and Linda Ross, each duly acknowledged to me that the said Kaysville City executed the same and that the seal affixed is the seal of the said Kaysville City.



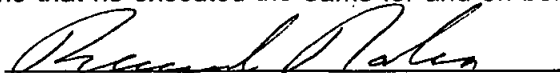
[Signature]  
Notary Public  
Residing at:  
Layton, Utah

My Commission Expires:  
Jan. 24, 2012

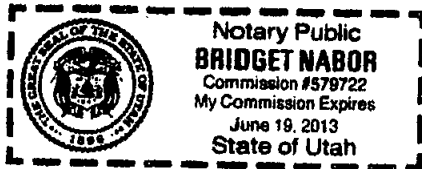
**DEVELOPER ACKNOWLEDGMENT**

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

On the 18<sup>th</sup> day of October, 2010, personally appeared before me, Jonathan D. Wardle, the signer of the foregoing Development Agreement for Sunset Equestrian Estates West Subdivision, who duly acknowledged to me that he executed the same for and on behalf of Woodside Sunset Farms, LLC.

  
\_\_\_\_\_  
Notary Public  
Residing at:  
\_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



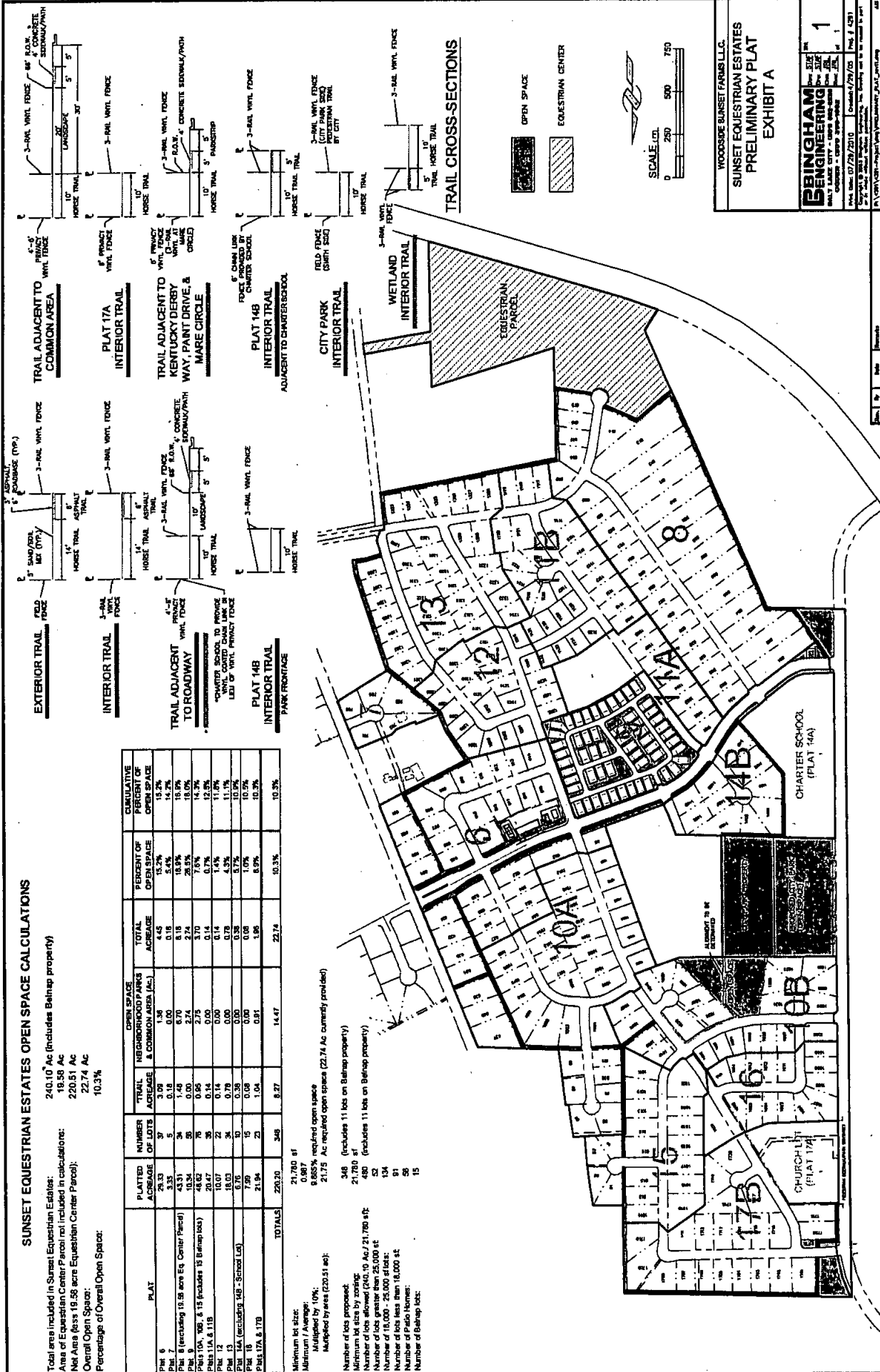
**SUNSET EQUESTRIAN ESTATES OPEN SPACE CALCULATIONS**

Total area included in Sunset Equestrian Estates: 240.10<sup>±</sup> Ac (includes Bainsap property)  
 Area of Equestrian Center Parcel not included in calculations: 18.58 Ac  
 Net Area less 18.58 acre Equestrian Center Parcel: 220.51 Ac  
 Overall Open Space: 22.74 Ac  
 Percentage of Overall Open Space: 10.3%

PLAT	PLATTED ACREAGE OF LOTS	NUMBER OF LOTS	TRAIL ACREAGE	NEIGHBORHOOD PARKS & COMMON AREA (Ac.)	OPEN SPACE	TOTAL ACREAGE	PERCENT OF OPEN SPACE	CUMULATIVE PERCENT OF OPEN SPACE
Plat 6	29.33	37	3.09	1.36	4.45	4.45	15.2%	15.2%
Plat 7	8.31	5	0.18	0.10	0.28	0.28	12.6%	27.8%
Plat 8 (including 18.58 acre Equestrian Center Parcel)	10.34	50	0.00	2.74	2.74	2.74	12.5%	40.3%
Plats 10A, 10B, & 11 (includes 18 Bainsap lots)	48.62	76	0.50	2.75	3.25	3.25	14.7%	55.0%
Plat 12	20.47	35	0.14	0.00	0.14	0.14	0.6%	55.6%
Plat 13	18.03	22	0.14	0.00	0.14	0.14	0.6%	56.2%
Plat 14A (including 14B - School Lot)	9.76	34	0.79	0.00	0.79	0.79	3.6%	59.8%
Plat 15	9.76	15	0.08	0.00	0.08	0.08	0.4%	60.2%
Plats 17A & 17B	21.84	23	1.04	0.91	1.95	1.95	8.9%	69.1%
<b>TOTALS</b>	<b>220.20</b>	<b>348</b>	<b>8.27</b>	<b>14.47</b>	<b>22.74</b>	<b>22.74</b>	<b>10.3%</b>	<b>10.3%</b>

Minimum lot size: 21,780 sq ft  
 Minimum / Average: 6,885 sq ft  
 9.885% required open space (22.74 Ac. currently provided)  
 21.75 Ac. required open space (22.74 Ac. currently provided)

Number of lots proposed: 348 (includes 11 lots on Bainsap property)  
 Minimum lot size by zoning: 21,780 sq ft  
 Number of lots allowed (240.10 Ac / 21,780 sq ft): 480 (includes 11 lots on Bainsap property)  
 Number of lots greater than 25,000 sq ft: 52  
 Number of 18,000 - 25,000 sq ft lots: 194  
 Number of lots less than 18,000 sq ft: 51  
 Number of Bainsap lots: 15



WOODSIDE SUNSET FARMS LLC  
 SUNSET EQUESTRIAN ESTATES  
 PRELIMINARY PLAT  
 EXHIBIT A

**BINGHAM ENGINEERING**  
 1001 S. MAIN ST. SUITE 100  
 WALKER, MO 64080  
 Phone: 660-251-1111  
 Fax: 660-251-1112  
 Email: bingham@binghameng.com

DATE: 07/29/2010  
 DRAWN: J. J. BINGHAM  
 CHECKED: J. J. BINGHAM  
 SCALE: AS SHOWN

**DESCRIPTION OF THE OVERALL PROPERTY FOR THE KAYSVILLE  
\* SUNSET EQUESTRIAN ESTATES SUBDIVISION**

A parcel of land located in the South Half of Section 4 and the East Half of Section 9 and the West Half of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

BEGINNING at the southwest corner of the Reese property said point being South 89°49'36" West 2,460.60 feet coincident with the South line of the Northwest Quarter of Section 10 Township 3 North, Range 1 West, Salt Lake Base and Meridian, and South 132.77 feet from the Center Quarter Corner of said Section 10, and thence coincident with the west line of the Bill Dixon parcel South 09°10'36" East 89.26 feet; thence South 80°32'42" West 70.53 feet; thence coincident with the Birmingham property the following 2 courses: South 06°34'25" East 142.95 feet and South 79°44'49" West 135.27 feet; thence coincident with the Grayson property the following 2 courses: South 06°34'25" East 215.70 feet and South 79°44'49" West 599.60 feet; thence South 06°33'51" East 6.21 feet; thence South 79°44'49" West 444.66 feet to the northeast corner of the Anderson property; thence coincident with the west and south line extended of said Anderson property South 01°11'25" East 637.90 feet and North 72°42'27" East 749.53 feet; thence South 01°08'00" East 260.04 feet; thence North 79°44'49" East 390.96 feet to a county road; thence coincident with said road South 06°34'25" East 60.12 feet; thence South 79°44'49" West 396.73 feet; thence South 01°08'00" East 526.17 feet to the north right-of-way line of the proposed Shoreland Drive; thence coincident with said right-of-way North 73°44'15" West 881.65 feet to the Central Davis Sewer District Property; thence coincident with said property and the extension of the east line of said property the following 5 courses: North 16°48'03" West 530.14 feet, South 70°41'27" West 94.08 feet, South 57°09'56" West 186.12 feet, South 76°09'56" West 56.10 feet, and North 23°56'39" West 1,663.07 feet; thence North 88°21'39" West 158.08 feet; thence North 34°26'40" West 517.96 feet to the Center Quarter Section line; thence coincident with said line North 00°16'22" West 2253.09 feet to the North Quarter Corner of said Section 9; thence coincident with the Center Quarter Section line of Section 4 in said township and range North 00°15'26" West 1,316.63 feet to the Northeast corner of the Southeast Quarter of the Southwest Quarter of said Section 4; thence coincident with the north line of the Southeast Quarter of the Southeast Quarter of said Section 4 South 88°50'02" East 1,322.80 feet; thence South 00°19'15" East 517.25 feet; thence North 89°44'49" East 1.89 feet; thence South 00°13'21" East 27.95 feet to the northwest corner of the proposed Belnap portion of Sunset Equestrian Estates; thence coincident with said Belnap portion the following 6 courses: North 89°46'39" East 204.97 feet, South 16°06'33" East 221.74 feet, South 01°21'33" East 179.95 feet, North 88°42'52" East 47.40 feet, South 16°51'58" East 197.39 feet, and South 08°58'42" East 296.09 feet to a boundary line agreement between Woodside Investments and Belnap; thence coincident with said boundary line agreement South 87°47'45" East 417.57 feet to the west right-of-way line of Sunset Drive said point being 33.00 feet perpendicularly distant westerly from the monumented centerline of Sunset Drive; thence coincident with said right-of-way South 22°00'56" East 1,511.57 feet to the north line of the Horne property; thence coincident with the north and west lines of said Horne property and is extension South 62°58'04" West

565.43 feet and South 34°54'26" East 201.46 feet to a point on the west boundary of the Mitchell property; thence coincident with said Mitchell property the following 6 courses: South 22°52'01" East 107.62 feet, North 67°36'04" East 140.92 feet, South 22°27'54" East 15.00 feet, North 67°36'04" East 120.01 feet, North 41°00'58" East 33.52 feet, and North 67°36'04" East 225.81 feet to the west right-of-way line of said Sunset Drive; thence coincident with said right-of-way South 22°00'56" East 295.86 feet to the northeast corner of the Reese property; thence coincident with the north and west lines of said property the following 2 courses: South 58°11'14" West 339.11 feet and South 18°14'32" East 586.39 feet to the POINT OF BEGINNING. LESS and EXCEPTING the following parcel as described:

A parcel of land located in the Northeast Quarter of Section 9, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah more fully described as follows:

Beginning at a point on the north line of the property described in Book 2225 Page 712 in the Davis County Recorder's Office said point being South 00°16'22" East 660.00 feet coincident with the Quarter Section line common to the North and Center Quarter Corners of Section 9, Township 3 North, Range 1 West, of the Salt Lake Base and Meridian and North 89°45'02" East 429.00 feet coincident with said north property line from the North Quarter Corner of said Section 9, and thence continuing coincident with said north property line North 89°45'03" East 545.39 feet; thence North 70°29'18" East 145.81 feet; thence South 21°28'07" East 169.01 feet; thence South 19°30'42" East 698.30 feet; thence South 70°16'48" West 363.36 feet; thence North 25°09'52" West 16.34 feet to a point of tangency of a 572.50 foot radius curve to the right; thence northerly 56.48 feet along said curve through a central angle of 05°39'10"; thence North 19°30'42" West 114.40 feet to the south line of said property described in Book 2225 Page 712 of said records; thence coincident with said south line North 88°19'10" West 566.17 feet; thence North 00°16'22" West 695.57 feet to the POINT OF BEGINNING. Said parcel contains 14.61 acres, more or less.

Said overall parcel contains 244.58 acres, more or less