

14-029-0027, 0014, 0031, 0035, 0036, 0034
14-038-0068, 0064, 0073, 0074

13-047-0030, 0031, 0037, 0040
0041, 0036, 0026,

**AMENDMENT TWO
DEVELOPMENT AGREEMENT**

FOR

CRANE FIELD ESTATES (PRUD)

E 2563911 B 5142 P 1640-1648
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/01/2010 04:38 PM
FEE \$0.00 Pgs: 9
DEP RT REC'D FOR CLINTON CITY

13-279-0011 thru 0034
0036 thru 0056, 0063 thru 0071
13-285-0001 thru 0030

THIS AMENDMENT TWO TO THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 18th Day of OCTOBER, 2010, 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. 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. Amendment: The following sections to the original development agreement are amended to read:

Page 1; Item # E.

As outlined in Clinton City Ordinance No. 03-04 as amended by Ordinance No. 06-02, "the total density for the annexation area and project site, which includes the annexation area plus property owned by the developer presently located within the Clinton City Corporate Limits, will be no greater than two units per acre". No. 03-04, the Property is subject to all City ordinances and regulations including the provision of City's General Plan, City's Zoning Ordinances, City's Engineering Standards and Specifications and any permits issued by City pursuant to the foregoing ordinances and regulation (collectively, the "City's Laws").

Page 2; Item # 2.

Development Plan. Developer shall develop a portion of the Property as a PRUD in phases as single family dwelling residential lots, one cluster development of 60 lots, two "Club Ivory" sites, one "Ivory Playground" (may become a "Club Ivory") in accordance with the approved development plan, which plan is attached hereto as Exhibit "B" and by this reference is made a part hereof (the "PRUD Preliminary Plan") and by this reference made a part hereof.

Page 4; Item # 9.a.

Church Site: The PRUD will have a 4.68 acre site for a religious building.

Page 4; Item # 9.c.i.

Lot Sizes and Design:

- i. The total density of the PRUD shall not exceed five hundred sixty four (564) lots for the area (293.20 acres).

5. Addition: The following section has been added.

Page 7; Item # 9.f.iv.

9.f. Club Ivory/Park Ivory/Park and Subdivision Monument

iv. Developer will install within the center of the round-about at the intersection of 2300 North and Cranefield Road (3650 West) a subdivision monument. Design of the monument to be approved by the Clinton City Council. Maintenance of the monument and landscaping within the round-about will be the responsibility of the homeowners association. Design of the monument will not interfere with city infrastructure within the area of the round-about. In the event the monument comes into a state of disrepair and is determined to be unsightly by the Clinton City Council the "CITY" will notify

the association of the need for them to repair the structure. If there is not a response and timetable established for the needed repairs within thirty (30) days of written notice the CITY may make repairs or remove the monument, at its own discretion, and charge the association for the cost of all expenses and reasonable administrative charges. If the association does not make restitution to the city within an acceptable amount of time the city may assess the charges against the association or equally distributed among the association members as outlined in Utah Code § 10-11 for the abatement of unsightly objects.

6. 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"

CHRISTOPHER P. GAMVROULAS
Name

Christopher P. Gamvroulas
Signature

PRESIDENT
Title

10/18/10
Date

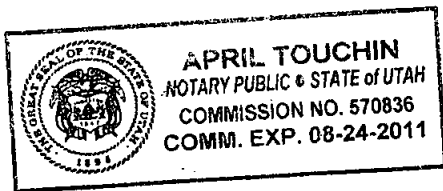
ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
: §§

COUNTY OF DAVIS }

On the 18th day of October, 2010, 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, Christopher P. Gamvroulas 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.



April Touchin
NOTARY PUBLIC

COMMISSION EXPIRES 8/24/11

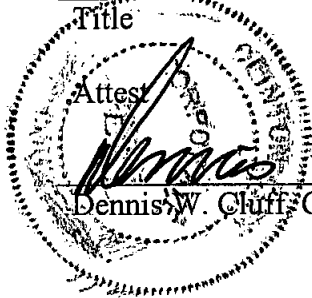
“SERVICE DISTRICT

L. Mitch Adams
Name

L. Mitch Adams
Signature

Chairman
Title

Oct 26, 2010
Date



Dennis W. Cluff
Dennis W. Cluff CEO/Secretary

10-26-10
Date

ACKNOWLEDGEMENT OF CLINTON CITY SANITARY SEWER SPECIAL
SERVICE DISTRICT OFFICIALS

STATE OF UTAH }
: §§

COUNTY OF Davis }

On the 26 day of October, 2010 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 10/1/2012

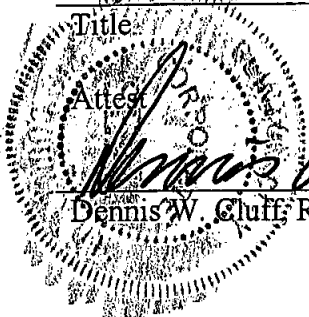
"CITY"

L. Mitch Adams
Name

L. Mitch Adams
Signature

Mayor
Title

Oct 26, 2010
Date



Dennis W. Cluff
Recorder

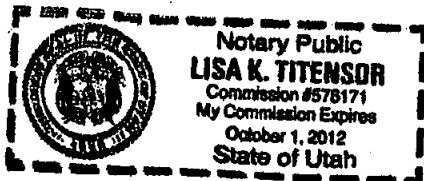
10-26-10
Date

ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

STATE OF UTAH }
: §§

COUNTY OF Davis }

On the 26 day of October, 2010, 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 10/1/2012

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 $0^{\circ}04'13''$ West 1322.39 feet along the Quarter Section line to the existing West Point City Corporate limits; thence North $89^{\circ}59'31''$ West 2594.94 feet along said Corporate limits; thence North $0^{\circ}00'52''$ East 73.25 feet; thence North $89^{\circ}59'08''$ 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 $13^{\circ}00'24''$ East 1184.44 feet); thence and North $25^{\circ}59'16''$ 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 $0^{\circ}04'59''$ West 2040.70 feet to the County lines; thence South $89^{\circ}54'41''$ East 2639.20 feet along said line to the East line of the southwest Quarter of said Section 20; thence South $0^{\circ}16'03''$ West 2036.60 feet along said line to the point of beginning.

