

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

E 2670613 B 5554 P 1650-1657  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
06/29/2012 01:48 PM  
FEE \$0.00 Pgs: 8  
DEP RT REC'D FOR CLINTON CITY

**RETURNED**  
**JUN 29 2012**

THIS AMENDMENT THREE TO THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 22<sup>nd</sup> Day of February, 2011, 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 DEVELOPMENT, LLC, A Limited Liability 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; Amendment One was recorded with the Davis County Recorder's Office, May 24, 2007, Entry Number 2273606, Book 4290, Page 1102-1111; Amendment Two was recorded with the Davis County Recorder's Office, November 1, 2010, Entry Number 2563911, Book 5142, Page 16940-1648.
- 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. Responsibility for compensation of proportional costs for improvements in the Development that are adjacent to the property being transferred to the School District fall solely upon the Developer and any other persons involved in the transfer of the property.
- D. The number of lots allotted in Section 9c, is reduced by this Amendment and is as indicated on the Preliminary Plat attached hereto.
- E. The building material requirements associated with dwellings as outlined in Section 9diii, are intended to be thematic for the entire Development and will be utilized as guidelines during all architectural review processes for non-residential structures.
- F. Any payback agreements established under Section 9, Development of the PRUD, subsections "e" Streets and Related Improvements, "j" Utilities and Infrastructure, "n" Storm Drain, or "o" Sanitary Sewer, are to be modified to delete any payback requirements by the City for improvements adjacent to the School District parcel.

- G. No other changes are included in this 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 applies is outlined in Exhibit "A" to this Amendment. This description amends the description filed with the recorded Development Agreement and any previous Amendments.
3. Amendment: Exhibits "A" and "B" to the Development Agreement are amended as shown in this document and it will be this Description and Preliminary Plat that is used in evaluating and processing all improvements and phases of the Development.
4. Amendment: No specific changes to the text of the Development are made with this amendment. The clarifications described in the Recitals are in keeping with the Agreement and are intended to insure that responsibilities of all parties are understood and agreed upon.
5. Exhibits: All Exhibits of the Development Agreement remain valid other than Exhibits "A" and "B".

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



“GOLF COURSE DEVELOPER”

<u>JAMES ALAND</u> Name	 Signature
<u>OWNER</u> Title	<u>Feb 22, 2011</u> Date

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

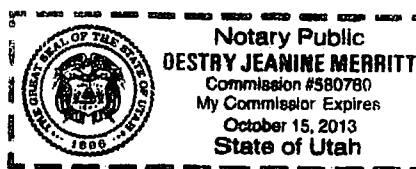
STATE OF UTAH }  
: §§

COUNTY OF Davis }

On the 22<sup>nd</sup> day of February, 2011, 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.

  
 NOTARY PUBLIC

COMMISSION EXPIRES 10/15/13



“SERVICE DISTRICT

L. Mitch Adams  
Name

*L. Mitch Adams*  
Signature

Chairman  
Title

2/22/11  
Date

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

2-22-11  
Date

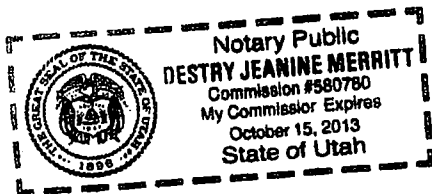
ACKNOWLEDGEMENT OF CLINTON CITY SANITARY SEWER  
SPECIAL SERVICE DISTRICT OFFICIALS

STATE OF UTAH }

: §§

COUNTY OF Davis }

On the 22 day of February, 2011, 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.



*Destry Jeanine Merritt*  
NOTARY PUBLIC

COMMISSION EXPIRES 10/15/2013

“CITY”

L. Mitch Adams

Name

L. Mitch Adams  
Signature

Mayor

Title

2/22/11  
Date

Attest

Dennis W. Cluff  
Dennis W. Cluff, Recorder

2-22-11  
Date

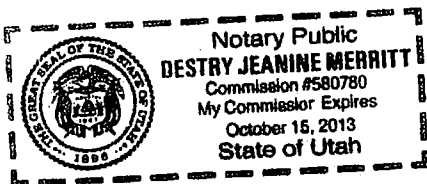
ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

STATE OF UTAH }

: §§

COUNTY OF Davis }

On the 22 day of February, 2011, 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.



Destry Jeanine Merritt  
NOTARY PUBLIC

COMMISSION EXPIRES 10/15/2013

EXHIBIT "A"

PROPERTY DESCRIPTION

CRANE FIELD ESTATES (PRUD) PROPERTY DESCRIPTION

A part of the South half of Section 20, and the Northwest Quarter of Section 30,  
Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey

Beginning at the South Quarter corner of said Section 20; and running thence South  
00°04'13" West 1242.37 feet; thence North 89°59'30" West 1314.95 feet; thence North 00°08'45"  
East 23.31 feet; thence North 69°14'37" West 2893.90 feet; thence North 00°22'07" East 178.43  
feet; thence South 89°37'51" East 61.95 feet; thence due North 15.25 feet to the Section line;  
thence due East 1249.18 feet along said Section line; thence North 26°38'31" East 66.00 feet to  
the point of curvature on a non-tangent curve (whose center bears North 26°37'45" East) and the  
North right of way line of 2300 North Street; thence Southeasterly along the arc of a 895.74 foot  
radius curve to the left a distance of 59.08 feet along said North right of way line to the Section  
line (Delta Angle equals 03°46'45", Long Chord bears South 65°15'38" East 59.07 feet); thence  
North 00°04'14" West 2283.10 feet along said Section line; thence South 89°50'10" East 1318.56  
feet; thence North 00°04'14" West 330.00 feet to the Quarter Section line; thence South  
89°50'10" East 2637.52 feet along said Quarter Section line; thence South 00°09'07" East 601.52  
feet; thence South 89°54'41" East 1339.82 feet to the Section line; thence South 00°18'34" West  
694.98 feet to the Northerly Boundary line of Gentry Farms Phase 3 P.R.U.D, and Gentry Farms  
Phase 2, P.R.U.D. in Clinton City, Davis County, Utah; thence ten (10) courses along said  
Northerly and Westerly boundaries as follows (1) North 89°45'16" West 796.14 feet; (2) due  
South 383.91 feet; (3) due West 140.09 feet; (4) due South 330.00 feet; (5) due West 66.00 feet;  
(6) due South 264.00 feet; (7) due West 330.00 feet; (8) due North 7.00 feet; (9) due West 308.52  
feet; and (10) due South 370.00 feet to the Section line; thence due West 1022.81 feet along said  
Section line to the point of beginning.

Containing 339.88 acres.

Clubview at Cranefield # 1 Lots 1 thru 28, and Parcels F & G  
13-285-0001 thru 13-285-0030  
CraneField PRUD # 2 Lot 69 14-469-0069  
CraneField Estates PRUD # 1, 1<sup>st</sup> Amd 13-279-0001 thru 0070  
13-047-0036 14-029-0036 14-038-0074  
13-047-0041 13-047-0037 14-038-0078  
13-047-0030 13-047-0043  
13-047-0042 14-029-0039  
14-029-0034  
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