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LEANN H KILTS, WEBER COUNTY RECORDER  
20-OCT-16 1002 AM FEE \$1.00 DEP JKC  
REC FOR: PLEASANT VIEW CITY

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT  
FOR THE DEER CREST SUBDIVISION**

**THIS FIRST AMENDED DEVELOPMENT AGREEMENT** for the Deer Crest Subdivision (“Amended Agreement”) is made and entered into as of this 9<sup>th</sup> day of August, 2016 (the “Effective Date”), by and between **PLEASANT VIEW CITY**, a body politic and municipal corporation organized under the laws of the State of Utah (the “City”), and **HANSEN DEVELOPMENT CORPORATION**, a Utah corporation (“Developer”). City and Developer are sometimes collectively referred to as the “Parties”.

**RECITALS:**

- A. The Parties have previously entered into that certain Development Agreement (Deer Crest Subdivision) dated September 12, 2006, recorded as Entry No. 2226799 of the Official Records of the Weber County Recorder (“Original Agreement”).
- B. Developer has completed Phases 1 and 2 of the Deer Crest Subdivision consisting of a total of 44 lots, but issues have arisen between Developer and City with respect to final approval of Phases 1 and 2.
- C. The Parties desire to amend the Original Agreement to extend its term and address other issues.
- D. In addition, as a result of the timing of market absorption caused by the recent recession, Developer wishes to extend the term of the Original Agreement.
- E. The City is currently in the process of acquiring additional culinary water to service new development and, as a part of those efforts will need to update its Impact Fee Facilities Plan and Impact Fee Analysis in order to address the costs of new facilities and public infrastructure which are necessary to mitigate the impact of new development on the City.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration the sufficiency of which are hereby acknowledged the City and Developer hereby agree as follows:

- 1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement by this reference.
- 2. **Final Acceptance of Deer Crest Phase 1 and Phase 2.** As part of this Amended Agreement, the City hereby grants final acceptance of Deer Crest Phase 1 and Phase 2 and upon approval and execution of this Amended Agreement, the City will issue a letter substantially in the form attached as Exhibit A confirming final acceptance of Deer Crest Phase 1 and Phase 2.

3. Amendment.

a. Phase 3 of the Deer Crest Subdivision. Section 1.2 and Exhibit B to the Original Agreement are hereby amended by granting preliminary and final plat approval for Phase 3 of the Deer Crest Subdivision in the form of Exhibit B attached to this Amended Agreement and incorporated herein by this reference. As part of this Amended Agreement, an adequacy determination has been made by the City Council that adequate public facilities are available to service Phase 3 of the Deer Crest Subdivision. Subject to compliance with all other applicable requirements, building permits issued for Phase 3 of the Deer Crest Subdivision shall be vested for and subject to payment of the impact fees currently in place as of the Effective Date of this Amended Agreement.

b. Phase 4 of the Deer Crest Subdivision. The Developer may apply for preliminary and final plat approval for Phase 4 of the Deer Crest Subdivision in the ordinary course and shall receive preliminary and final plat approval, notwithstanding the availability of culinary water service at the time of application. Final plat approval shall be conditioned upon receipt of a public facilities adequacy determination prior to the issuance of any building permits for Phase 4, but in no event later than July 1, 2017. Development and construction activities may commence upon final plat approval, prior to receipt of a public facilities adequacy determination. In addition to satisfying all of the other applicable requirements for final plat approval for Phase 4, except the public facilities adequacy determination to be obtained prior to the issuance of building permits, the Developer or lot owner/builder shall pay the updated impact fees according to the fee schedule in place at the time of approval, which shall be updated by the City following completion of the Impact Fee Facilities Plan and Impact Fee Analysis being undertaken to evaluate and address the improvements that are necessary to expand the City's water system as referenced in Recital C above.

c. Protection Strip Agreement. Section 5.2 of the Original Agreement is hereby amended to extend the term of the Protection Strip Agreement previously entered into by the Parties as of September 13, 2006, and recorded as Document No. 2226762 in the Official Records of the Weber County Recorder for an additional ten (10) years from the Effective Date of this Amended Agreement pursuant to the provisions of Section 4 of the original Protection Strip Agreement. The First Amended Protection Strip Agreement is attached hereto as Exhibit D and incorporated herein by this reference.

d. Term. Section 6.5 of the Original Agreement is hereby amended to extend the term of this Amended Agreement for a period of ten (10) years following the Effective Date of this Amended Agreement.

4. **Lot 67 of the Evergreen Hills Subdivision.** There is a dispute between the Parties to this Amended Agreement regarding the status of an unrecorded utility easement on Lot 67 of the Evergreen Hills Subdivision. Neither party waives or concedes their respective positions with respect to that issue, which remains pending and is unaffected by this Amended Agreement.

5. **Other Terms and Provisions not Affected.** All other terms and provisions of the Original Agreement which are not specifically amended herein shall remain in full force and effect.

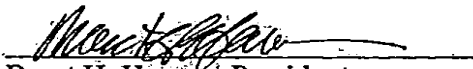
**IN WITNESS WHEREOF**, the Parties have executed this First Amended Development Agreement as of the Effective Date.

**DEVELOPER:**

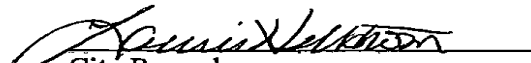
**PLEASANT VIEW CITY CORP.**

**HANSEN DEVELOPMENT CORP.,  
a Utah corporation,**

By:   
Mayor

By:   
Brent H. Hansen, President

**ATTEST:**

  
City Recorder

~~City Recorder~~

**CITY ACKNOWLEDGEMENT**

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

On the 30 day of August, 2016, personally appeared before me Toby Mikeski, who being duly sworn, did say that he is the Mayor of **PLEASANT VIEW CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body and said (he/she) acknowledged to me that the City executed the same.



Melinda Greenwood  
Notary Public

**DEVELOPER ACKNOWLEDGEMENT**

STATE OF UTAH )  
 ) :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of **HANSEN DEVELOPMENT CORP.**, a Utah corporation, and that the foregoing instrument was signed on behalf of the Developer by authority of its governing body and said (he/she) acknowledged to me that the Developer executed the same.

\_\_\_\_\_  
Notary Public

### CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )

COUNTY OF San Diego )

On June 28, 2016 before me, Kristopher Marvin Stitzell Notary Public,

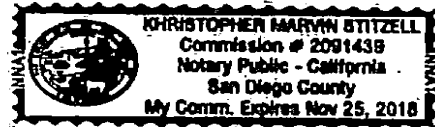
Date (here insert name and title of the officer)

personally appeared Brent Hansen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Kristopher Stitzell (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Document Date: \_\_\_\_\_ Other: \_\_\_\_\_