

RESOLUTION NO. 18-15

A RESOLUTION APPROVING AMENDMENT FOUR of the DEVELOPMENT AGREEMENT for CRANEFIELD ESTATES (PRUD)

WHEREAS, Section 3-4(4) of the Clinton city Subdivision Ordinance states the city council shall approve, modify and approve, or disapprove subdivision application by resolution, and

WHEREAS, The Clinton City Planning Commission has reviewed the Preliminary Plat for Cranefield Estates Subdivision Fourth Amendment and recommended approval of the preliminary plat.

NOW, THEREFORE, BE IT RESOLVED BY THE CLINTON CITY COUNCIL THAT
AMENDMENT FOUR of the DEVELOPMENT AGREEMENT for CRANEFIELD
ESTATES (PRUD)

IS HEREBY APPROVED WITH THE FOLLOWING CONDITIONS AND
STIPULATIONS:

1. Compliance with the Development Agreement for Cranefield Estates (PRUD) approved by the City Council April 25, 2006 & the amendments dated March 13, 2007, February 12, 2008, and October 18, 2010.
2. Approval given by the Clinton City Sanitary Sewer Special Service District (CCSSSSD)
3. The developer has received a new Wetlands Delineation Study and Determination by the Army Corps of Engineers indicating that
4. There is an increase in total residential lots by 4, to 524 Lots, this does not include parcels or lots dedicated to other than residential use.
5. This change in number of lots does not exceed the established number of lots that were established when the original Development Agreement was established (586).
6. All lots meet the Lot Sizes and Design requirements established in the original Development Agreement.
7. Due to the changes in the Wetlands Delineation there are changes in open space and open space improvements.
8. The City has made improvements to 3000 W, that would have been required as part of the Development. Due to these improvements drainage will need to flow across undeveloped portions of the Development.
9. The recording of Amendment Four of the Development Agreement attached hereto by reference.

RESOLVED BY THE CLINTON CITY COUNCIL THIS 28 of July, 2015.

CLINTON CITY
A MUNICIPAL CORPORATION

ATTEST

L. Mitch Adams

MAYOR L. MITCH ADAMS

Dennis W. Cliff
DENNIS W. CLIFF, CITY RECORDER



AMENDMENT FOUR
DEVELOPMENT AGREEMENT
FOR
CRANEFIELD ESTATES (PRUD)

THIS AMENDMENT FOUR TO THE DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 28 Day of July, 2015, 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 and Amendments for Cranefield Estates (PRUD), hereafter referred to as the Development Agreement, were 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; Amendment Three was recorded with the Davis County Recorder's Office, June 29, 2012, Entry Number 2670613, Book 554, Page 1650-1657.
- B. In accordance with the provisions of the Development Agreement §25, the Developers have requested an amendment to the preliminary plat from those of the recorded Development Agreement as shown in the Amendment.
- C. The number of lots allotted in Section 9c, is amended by this Amendment and is as indicated on the Preliminary Plat attached hereto.
- D. Plans for open space, wetlands preservation and development of open space have been modified due to reevaluation of wetlands.
- E. City has made improvements to 3000 West north of 2300 North that would have been the responsibility of the Developers and the City has reimbursed the Developer for oversizing storm drain pipe installed in the Development.
- F. 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 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 future phases of the Development.
4. Amendments: The following sections to the original development agreement are amended to read:
 - §8. Wetlands: Developers have provided a new Delineation Study, June 2014 (Updated July 2014), and Wetland Delineation Approval from the U.S. Army Corps of Engineers, October 16, 2014. This letter indicates that the waters identified in the Study "are not currently regulated by the Corps of Engineers." Due to the Study and Approval areas indicated on the preliminary plat as Parcels to be preserved as wetlands are no longer required. This does not alleviate the Developers of all responsibility related to Wetlands or the possibility of Wetlands.

§ 9.c.i.

Lot Sizes and Design:

- i. The total density of the PRUD shall not exceed five hundred twenty four (524) residential lots for the area (293.20 acres). This does not include parcels or lots dedicated to other than residential use.

§ 9.f.ii

Park Ivory. Second Amendment indicated a neighborhood park in the vicinity of Black-Crown Crane Loop. This Fourth Amendment Deletes this neighborhood park.

5. Addition: The following section has been added.

Page 7; Item # 9.f.v.

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

v. Parcel _____ shall be developed with Phase 5 as a landscaped area for use of and to be maintained by the members of the homeowners association. Landscaping shall include, as a minimum the following items:

- (1) Automatic sprinkler system

(2) Decorative fence, matching fencing used at the Club Ivory across the street, along 2300 N designed to keep children playing in the landscaped area from running into the roundabout or 2300 North.

(3) Landscape perimeter with bushes, trees and shrubs with the majority of the area in sod.

vi. A five (5) foot landscape strip shall be included in the preliminary plat. The landscape strip will parallel 3000 West and be located adjacent to the right-of-way line. The landscape strip shall be developed with the first phase being developed adjacent to 3000 West. The landscape strip and adjacent parkstrip shall be maintained by the members of the homeowners association. Landscaping shall include, as a minimum the following items:

(1) Automatic sprinkler system.

(2) Six (6) foot solid fencing on the property line between the landscape strip and adjacent lots. Fencing shall be of a durable material approved by the City.

(3) Landscaping shall be decorative trees and shrubs, in a repetitive pattern with mulch in the landscape strip.

(4) The parkstrip along 3000 West, adjacent to the landscape strip shall be part of the automatic sprinkler system and shall have sod planted.

9. n. Storm Drain:

ix. City is allowed to run storm water across undeveloped portion of the Development to drain run-off from the east associated with improvements within the planned drainage area, specifically 3000 West and the land east of 3000 West between 3000 West and the Layton Canal. City will maintain ditches associated with the drainage until the area where there is open drainage is developed.

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”

Chris Gamvroulas

Name

[Signature]

Signature

PRESIDENT

Title

8/17/15

Date

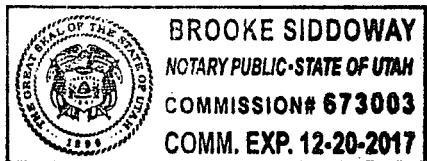
ACKNOWLEDGMENT OF DEVELOPER

STATE OF UTAH }
: §§

COUNTY OF Salt Lake }

On the 17th day of Aug., 2015, 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, Chris 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.

Brooke Siddoway
NOTARY PUBLIC



COMMISSION EXPIRES 12-20-17

“CITY”

L. Mitch Adams
Name

L. Mitch Adams
Signature

Mayor
Title

7-28-15
Date

Attest
Dennis W. Cluff
Dennis W. Cluff, Recorder

7-28-15
Date

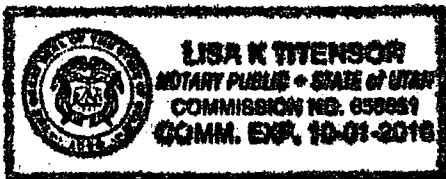
ACKNOWLEDGEMENT OF CLINTON CITY OFFICIALS

STATE OF UTAH }

: §§

COUNTY OF Davis }

On the 28 day of July, 2015, 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 10/01/16

“SERVICE DISTRICT

L. Mitch Adams
Name

L. Mitch Adams
Signature

Chairman
Title

7-28-15
Date

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

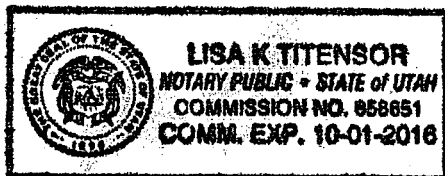
7-28-15
Date

ACKNOWLEDGEMENT OF CLINTON CITY SANITARY SEWER
SPECIAL SERVICE DISTRICT OFFICIALS

STATE OF UTAH }
: §§

COUNTY OF DAVIS }

On the 28 day of July, 2015, 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 10/1/16

EXHIBIT "A"

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

13-047-0030, 0042, 0049, 0050, 0026

13-285-0001 thru 0030

13-279-0011 thru 0034, 0036 thru 0055, 0063 thru 0070

13-310-0091 thru 0098

14-469-0069

14-029-0034, 0036, 0041, 0043, 0044, 0046, 0048, 0047, 0031, 0014

14-038-0064, 0068, 0074

13-301-0070 to 0075, 0083 to 0090

AMENDMENT FOUR

DEVELOPMENT AGREEMENT FOR
CRANFIELD ESTATES (PRUD)

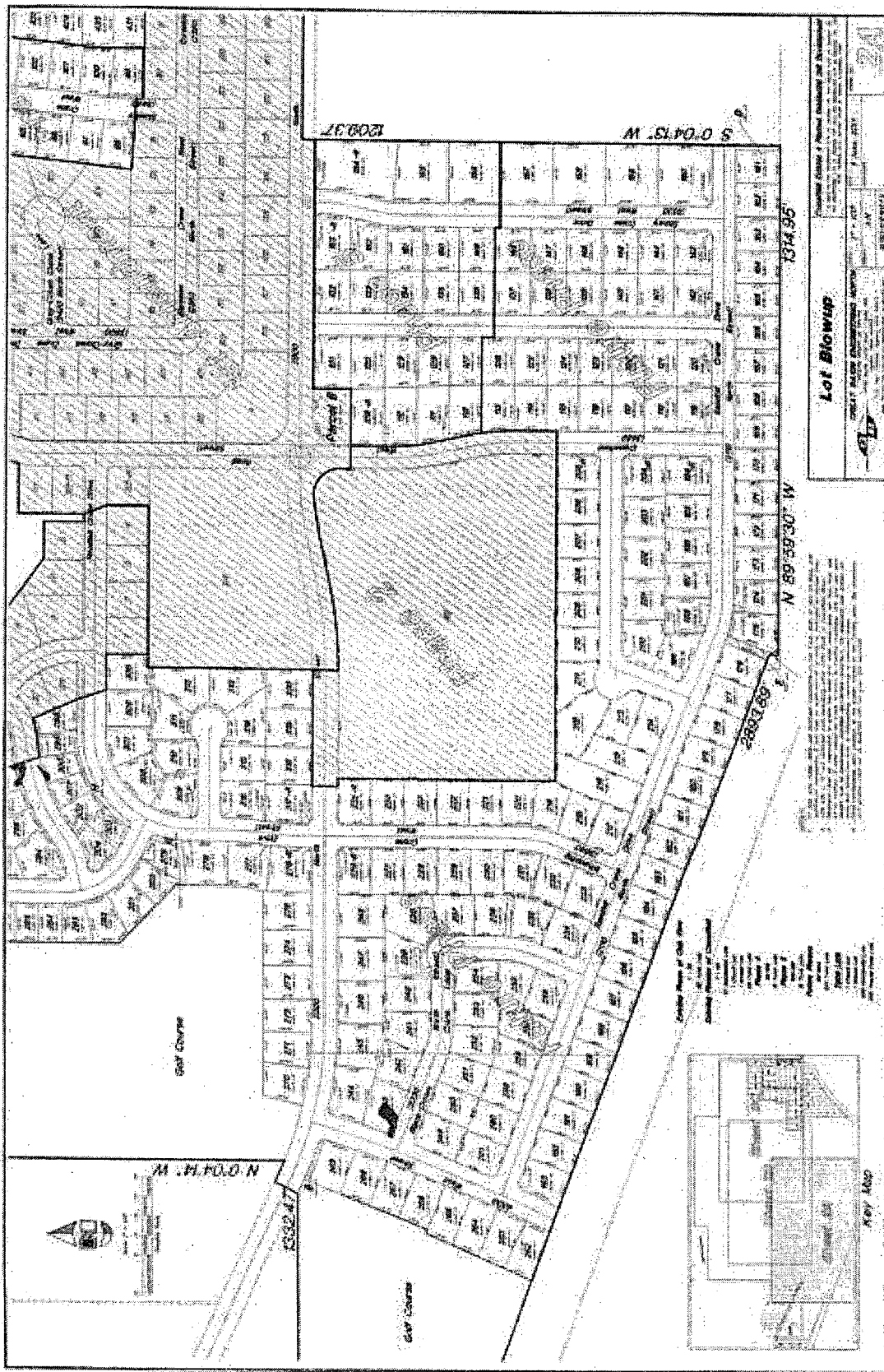


Exhibit "B" (Four Pages)

AMENDMENT FOUR

DEVELOPMENT AGREEMENT FOR
CRANFIELD ESTATES (PRUD)

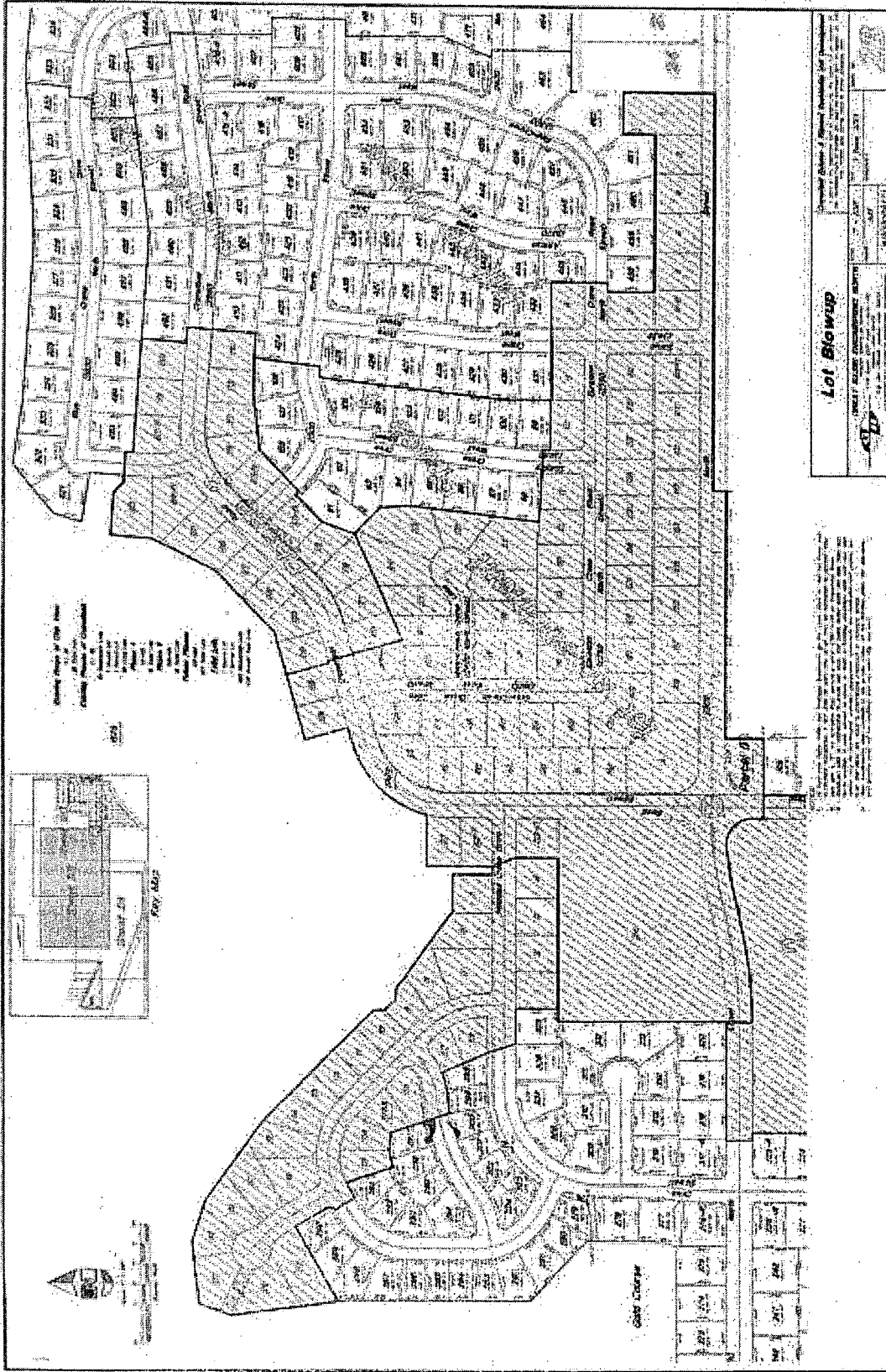


Exhibit "B" (Four Pages)

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CRANFIELD ESTATES (PRUD)

